

**TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY
BOARD MEETING**

**Old Courtroom, 2nd Floor
350 Front Street Hempstead, NY**

AGENDA

Tuesday, May 23, 2023, 9:00 AM

- PLEASE NOTE NEW MEETING LOCATION (see above)
- A livestream of the meeting may also be viewed at www.tohida.org .
Select "Meeting Information" and then "YouTube – Live Streams and Recorded Meetings".

The Agenda will include but not be limited to:

AGENDA:

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

VILLAGE BUSINESS:

Village of Freeport:

- Consideration of a Mortgage Refinance for **North Shore Linen**, 129 Hanse Avenue, Freeport
- Consideration of a Due Diligence Resolution for **The Gardens at Buffalo**, 80-84 Albany Avenue, Freeport

Village of Hempstead:

- Consideration of an Extension of the Completion Date for **Fad Henry Street Food Corp.**, 216-228 Henry Street, Hempstead

NEW BUSINESS - Applications, Transaction Resolutions and Presentations:

- Consideration of an Authorizing Resolution for **Baldwin Jaz LLC**, Grand Avenue and Sunrise Highway, Baldwin
- Consideration of an Authorizing Resolution for **111 Hempstead Tpke. LLC**, 111 Hempstead Tpke., West Hempstead
- Consideration of a Resolution to Approve the Proposal by **NYSID/Seery Systems** for scanning, digitizing, and disposing of IDA documents
- Consideration and Adoption of the **By Laws**
- Consideration and Adoption of the **Travel Policy**
- Consideration and Adoption of the **Retail Policy**
- Consideration and Adoption of the **Recapture and Termination Policy**
- Consideration and Adoption of the **Fee Schedule**
- Consideration and Adoption of the **Code of Conduct/Whistleblower Policy**
- Consideration and Adoption of the **Time and Leave Policy**

NEW BUSINESS - Other:

- CEO's Report

- LIBDC 53rd Annual Conference Save the Date

OLD BUSINESS: None

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

- Consideration and Adoption of the Minutes of April 18, 2023

REPORT OF THE TREASURER:

- Financial Statements and Expenditure List: April 12, 2023 – May 16, 2023

COMMITTEE UPDATES :

EXECUTIVE SESSION:

ADJOURNMENT

Chairman Approval: 5/11/23

WARREN J. KLEIN P. C.
ATTORNEY AND COUNSELOR AT LAW
90 OTIS STREET
WEST BABYLON, NY 11704

wjklein101@gmail.com

(631) 587-2300
(516) 795-0075 fax
(FAX SERVICE BY CONSENT ONLY)

May 16, 2023

Michael Lodato
Deputy Executive Director
Town of Hempstead
Industrial Development Agency &
Local Development Corporation
350 Front St
Hempstead New York 11550

Re: 800 Chettic Avenue LLC, 20 RiderPlace, LLC, North Shore Linen, Inc.- Refinance
IDA PILOT Program- 129 Hanse Avenue, Freeport New York 11520

Dear Mr. Lodato,

This will confirm the undersigned is legal counsel to the above referenced business entities and their principal, Lawrence Gentile.

The borrowers, collectively, 800 Chettic Avenue LLC, and 20 Rider Place, LLC, will be refinancing their current loans with Bank of America (BOA) and the US Small Business Administration (Pusuit) to consolidate debt, pay off debt, and capitalize the operating entity and corporate guarantor, North Shore Linen Inc.

Towards this end Mr. Gentile has secured a first mortgage loan with BankUnited in the sum of \$4,000,00.00. In furtherance of your request the following are estimated payoff figures for the current loans. I have not received payoffs for the BOA loans as of yet. Pursuit's payoff is attached. BOA provided me with these figures in the middle of April. Same will be updated just prior to closing.

BOA-20 Rider Place:	\$594,243
BOA-800 Chettic Ave:	\$1,389,727.00 IDA PILOT Program 129 Hanse Ave., Freeport NY
BOA-North Shore Linen:	\$260,000.00 credit line
SBA 800 Chettic Ave	<u>\$968,533.00</u>
	\$3,212,503.00

It is the intention of the borrowers and BankUnited to obtain assignments from all current lenders to avoid the imposition of mortgage tax on the "old money". This includes the current mortgagee of 129 Hanse Avenue Village of Freeport, (BOA) which property is still and will

remain, until termination of the PILOT Program, under lease from the IDA to North Shore Linen, Inc under lease dated August 23,2012 terminating December 31, 2023.

I trust this information is satisfactory to permit IDA Board Approval of the refinance as it relates to 129 Hanse Avenue, Village of Freeport, Town of Hempstead.

Very Truly Yours

Warren J. Klein P.C.

By: Warren J. Klein

A handwritten signature in dark ink, appearing to read 'Warren J. Klein', is written over the printed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

PROJECT ABSTRACT
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

The Gardens at Buffalo, LLC
Project: 2802-23-03A

Application Date: 4/28/23

Contact: Aron@bosfamangement.com

Applicant Name and Address: 301A Central Avenue
Lawrence, NY 11559

Project Address: 80-84 Albany Avenue
17-33 Buffalo Avenue
Freeport, NY 11520

Project:

The applicant seeks to demolish an approximately 11,451 warehouse, an approx., 85,932 feet of space is on existing land and 3 story building and add an additional 80,004 square feet of space to the existing buildings. The total square feet for all buildings upon completion will be approx. 165,936 square feet which will comprise a five-story residential living facility aimed at workforce, seniors, and veterans. The building will contain 200 units of apartments with the following breakdown of units, 10 studio apartments, 100 one-bedroom apartments, 70 two-bedroom apartments and 20 three-bedroom apartments. There will be a 10% set aside of workforce units. This will be located on appx. 2.5355 acres of land.

Project Costs:

Land and/or building acquisition	\$ 17,500,000
Building(s) demolition/construction	\$ 12,550,000
Building Renovation	\$8,420,000
Machinery and Equipment	\$8,045,000
Legal Fees	\$ 250,000
Architectural/Engineering Fees	\$ 350,000
Financial Charges	\$350,000
Other	\$1,845,825
Total	\$ 49,310,825

Employment:

	Full	Part
Present	0	0
1 st Year	3	1
2 nd Year	4	1

LMA : 100%

Creation: of 4.5 FTE

Average Salary of Wage Earners : \$55,000

Approx. 100 Construction Jobs

Benefits Sought: 25 Year PILOT, Sales Tax Exemption, MRT

Benefit Analysis:

Sales Tax Exemption Renovation, Furnishing and Fixture:

\$12,015,000 x 8.625% = \$1,036,293.75

Mortgage \$30,586,495 x .75% = \$ 229,398.71

Current Tax Information:

Section; 55, Block: 190, Lots: 51 (51-55) and 63

Parcels: 2

SD- Freeport #9

Full Value: 12,035,700

Total Assessment: 120,357

Currently owned by Freeport Housing Authority

Total Current Taxes \$0

If not owned by Freeport Housing Authority, taxes would be: \$1,383,943.60

23 General: \$ 15,433.46

22-23 School: \$ 376,424.14

Village: \$992,086

Estimated Taxes Once Built: \$ *Not available yet*

Applicant Attorney: Jack Martins

IDA Transaction Counsel: Paul O'Brien

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

May 16, 2023

Frederick E. Parola
Chief Executive Officer
Town of Hempstead Development Agency
350 Front Street
Hempstead, NY 11550

VIA EMAIL

Re: Town of Hempstead Industrial Development Agency
(FAD Henry Street Food Corp. 2019 Facility)

Dear Mr. Parola:

I am writing on behalf of FAD Henry Street Food Corp. ("FAD Henry") with regard to your letter, dated April 24, 2023, putting FAD Henry on notice of default for two reasons: (1) Completion Date, as agreed upon in Section 3.6 of the Lease and Project Agreement, and (2) Failure to provide updated proof of insurance per Sections 6.4 and 6.5 of the Lease and Project Agreement.

First, please see attached for proof of insurance in compliance with the Lease and Project Agreement. Due to a misunderstanding, FAD Henry had repeatedly submitted insurance for the general contractor believing it was correct.

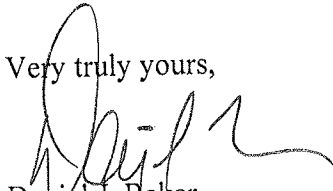
Second, with regard to the Completion Date, FAD Henry has suffered the fate of many projects in the past few years with serious delays in completing construction due to COVID-related issues of supply chain shortages and delays and work stoppages as a result of those delays. Presently, the bulk of construction is done with only limited items necessary for completion. Lighting and electrical is being finished now and remaining items include HVAC work and site/paving work. The necessary HVAC units are expected for delivery in June/July and can then be installed as soon thereafter as possible. Once the building is completed, site work can then be finished and the job will be done upon full inspection by the Village of Hempstead and any other necessary agencies or departments.

Based upon the ongoing delays specific to the project, and those in general still due to COVID effects, FAD Henry respectfully requests that the Agency consider an extension of time to complete this project thru March 1, 2024 in order to leave sufficient time for any further and unknown delays. We can answer any questions the Board might have at its meeting on May 23, 2023.

Frederick E. Parola
May 16, 2023
Page 2

Thank you for your courtesies and cooperation. If you should have any questions or need any further information, please let us know.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Daniel J. Baker', with a stylized flourish at the end.

Daniel J. Baker
Shareholder

DJB:rp

Enclosure

PROJECT ABSTRACT
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

Baldwin Jaz, LLC
Project: 2802-22-04A

Application Date: 2/14/22 Contact: Kenneth Breslin
Amended Application Date: 7/6/22

Applicant Name and Address: c/o Breslin Realty
500 Old Country Road – Suite 200
Garden City, NY 11530

Project Address: 2253 Grand Avenue,
734, 736, 746, 752 Sunrise Highway
2292 Harrison Avenue
Baldwin, NY 11510

Project:

The applicant intends to demolish a used car lot and develop the site into a multi-family, transit oriented development. The project will be comprised of 5 stories and 215 residential units, ~~consisting of a mix of approximately 47 studios, 132 one-bedrooms and 36 two-bedroom units on 4.8 acres.~~ There will be 5000 square feet of ground floor restaurant/retail space, together with a public/private amenity space linking Grand Avenue with Sunrise Highway and contiguous with the proposed restaurant retail spaces. 251 on-site parking spaces will be provided including underground parking. 10% of the units will be set aside as workforce housing. The building size will be approximately 59,341 square feet. The property will also include Community Space usable between the hours of 8 am and 6pm by the public, with an entrance on Harrison Avenue.

The Town of Hempstead is in support of this project, and it is within the Baldwin Overlay Zone/BMX District.

This project has received a Density Variance.

The original application unit mix outlined: approximately 47 studios, 132 one-bedrooms and 36 two-bedroom units

The final unit mix is as follows: 46 studio units, 138 one-bedroom units and 31 two-bedroom units

Project Costs:

Land and/or building acquisition	\$6,432,000
Building(s) demolition/construction	\$70,146,200
Site Work	\$4,390,000
Machinery and Equipment	\$5,330,400

Legal Fees	\$1,060,000
Architectural/Engineering Fees	\$2,451,900
Financial Charges	\$3,425,061
Other	\$12,901,021
Total	\$106, 136, 582

Employment:

	Full	Part
Present	0	0
1 st Year	7	3
2 nd Year	7	3

LMA : 100%

Creation: of 8.5 FTE

Average Salary of Hourly Employees: \$24-46 an hour

Full Time: \$45,000 - \$85,000 Average: \$65,000.00

Part Time \$25,000.00 Average: \$25,000.00

Approx 200 Construction Jobs

Benefits Sought: 30 Year PILOT, Sales Tax Exemption, MRT Exemption

Benefit Analysis:

Sales Tax Exemption Renovation, Furnishing and Fixture:

\$37,147,804 x 8.625% = \$ 3,203,998.09

Mortgage \$70,146,200 = \$526,096.50

Current Tax Information:

Section; 54, Block: 101, Lots: 30(129), 33, 41, 42, 35, 38,39, 26

Parcels: 8

SD- Baldwin

Total Tax: \$129,794.87

Full Assessed Value: \$ 1,658,300

Total Assessment: \$16,583

22 General: \$47,157.38

21-22 School: \$82,637.49

Village: N/A

Estimated Taxes Once Built: \$1,532,478.50

Applicant Attorney: Elisabetta Coschignano

IDA Transaction Counsel: Bill Weir/Terance Walsh

Baldwin Jaz, LLC
DRAFT PILOT

2253 Grand Avenue,
734, 736, 746, 752 Sunrise Highway
2292 Harrison Avenue
Baldwin, NY 11510

Current Tax Information:
Section: 54, Block: 101, Lots: 30(129), 33, 41, 42, 35, 38, 39, 26
Parcels: 8
SD- Baldwin

Current Total Taxes Year: \$129,794.87
Estimated Taxes Once Built: \$1,532,478.50

Year	Total
1	\$130,000.00
2	\$130,000.00
3	\$130,000.00
4	\$175,000.00
5	\$250,000.00
6	\$310,000.00
7	\$390,000.00
8	\$450,000.00
9	\$500,000.00
10	\$575,000.00
11	\$650,000.00
12	\$730,000.00
13	\$820,000.00
14	\$910,000.00
15	\$1,100,000.00
16	\$1,200,000.00
17	\$1,300,000.00
18	\$1,400,000.00
19	\$1,500,000.00
20	\$1,600,000.00
21	\$1,700,000.00
22	\$1,790,000.00
23	\$1,830,000.00
24	\$1,900,000.00
25	\$1,980,000.00
26	\$2,000,000.00
27	\$2,100,000.00
28	\$2,200,000.00
29	\$2,300,000.00
30	\$2,400,000.00

8/9/22 – DRAFT

This Pilot has NOT been approved by the Hempstead IDA Board

-----X

IN THE MATTER OF A
NOTICE OF PUBLIC HEARING
RE: BALDWIN JAZ, LLC

-----X

350 Front Street
Hempstead, New York

May 2, 2023
9:15 a.m.

B E F O R E:

MICHAEL LODATO, Deputy Executive Director

FREDERICK E. PAROLA, CEO

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

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

ALSO PRESENT:

ELISABETH COSCHIGNONO, ESQ.

KENNETH BRESLIN

DAVID ORWASHER

MR. LODATO: Good morning. My name is Michael Lodato with the Town of Hempstead IDA. I'm the Deputy Executive Director. I'm accompanied by Frederick Parola, CEO. We are here for a public hearing for Baldwin Jaz, L.L.C. I will now read the notice of the hearing into the record for the stenographer.

Notice is hereby given that a public hearing pursuant to Title 1 of Article 18-A of the New York State General Municipal Law will be held by the Town of Hempstead Industrial Development Agency (the "Agency") on the 2nd day of May, 2023, at 9:15 a.m., local time, at 350 Front Street, 2nd Floor, Hempstead, New York in connection with the following matter:

Baldwin Jaz, L.L.C., a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Baldwin Jaz, L.L.C. and/or an entity formed or to be formed on behalf of the foregoing (collectively, the "Company"), has applied to the Town of Hempstead Industrial Development Agency (the "Agency") for assistance in the acquisition of multiple parcels of land totalling

approximately 1.8 acres of land,
located at 2253 Grand Avenue, 734,
736, 746 and 752 Sunrise Highway,
and 2292 Harrison Avenue in Baldwin,
New York (the "Land"), the
excavation and removal of debris
from an existing used car lot, the
construction of an approximately
59,341 square-foot building
containing approximately 215
residential units (consisting of a
mix of approximately 46 studio
units, 138 one-bedroom units and 31
two-bedroom units) and approximately
5,000 square feet of ground floor
retail and restaurant space,
together with a public/private
outdoor amenity space linking Grand
Avenue with Sunrise Highway and
contiguous with the proposed retail
and restaurant space, and the
construction of approximately 251
on-site parking spaces (the
"Improvements"), and the acquisition

1 and installation therein of certain
2 equipment and personal property (the
3 "Equipment"; and together with the
4 Land and the Improvements, the
5 "Facility"), which Facility is to be
6 leased by the Agency to the Company
7 and used by the Company as a mixed
8 use multi-family transit-oriented
9 development and ground floor retail
10 and restaurant space to be known as
11 The Grand at Baldwin (the
12 "Project"), and 10 percent of the
13 residential units will be set aside
14 as "workforce housing" pursuant to
15 U.S. Department of Urban Development
16 Guidelines and the Project will
17 follow the Town of Hempstead's BMX
18 Overlay Code and the Downtown
19 Revitalization Initiative plans.
20 The Facility will be initially
21 owned, operated and/or managed by
22 the Company.
23

24 The Facility will be leased by
25 the Company to the Agency pursuant

to a certain Company Lease and will be subleased by the Agency to the Company pursuant to a certain Lease and Project Agreement.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes and abatement of real property taxes, consistent with the policies and resolutions of the Agency.

A representative of the Agency will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to either the proposed grant of financial assistance to the Company by the Agency or the location or nature of the Facility. Prior to the hearing,

all persons will have the
opportunity to review on the
Agency's website
(<https://tohidaorg/>) the application
for financial assistance filed by
the Company with the Agency and an
analysis of the costs and benefits
of the construction and on-going
operation of the proposed Facility.

Anyone wishing to be heard,
please state your name.

MS. COSCHIGNANO: Elisabeth
Coschignano, Law Office of Sahn Ward
Braff Koblenz, L.L.C., 333 Earle
Ovington Boulevard, Uniondale, New
York 11553, counsel for the
applicant.

MR. BRESLIN: Kenneth Breslin,
president of Breslin Realty,
authorized representative for
Baldwin Jaz, 500 Old Country Road,
Garden City, New York 11530.

MR. ORWASHER: David Orwaser
Baldwin Jaz, 500 Old Country Road,

Garden City, New York 11530.

MR. LODATO: Let's go off the record.

(Whereupon, a recess was taken.)

MR. LODATO: We've now held this hearing open for a little over 20 minutes. If no one else would like to be heard, we don't see anyone else coming through the door, we would like to close this hearing on Baldwin Jaz sine die.

Thank you everyone very much for attending.

(Time noted: 9:45 p.m.)

CERTIFICATION

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

THAT the within transcript is a true record
of my stenographic notes.

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

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

IN WITNESS WHEREOF, I have hereunto
set my hand this 8th day of May, 2023.

A handwritten signature in cursive script, reading "Dolly Fevola", is written over a horizontal dashed line.

DOLLY FEVOLA

1	A	CEO [2] - 1:15, 3:6 certain [3] - 6:2, 7:2, 7:4 CERTIFICATION [1] - 10:2 certify [2] - 10:4, 10:7 City [2] - 8:23, 9:2 close [1] - 9:12 Code [1] - 6:19 collectively [1] - 4:20 coming [1] - 9:11 comments [1] - 7:20 company [1] - 4:14 Company [10] - 4:21, 6:7, 6:8, 6:23, 6:25, 7:2, 7:4, 7:8, 7:23, 8:7 connection [2] - 4:11, 7:10 consistent [1] - 7:15 consisting [1] - 5:12 construction [3] - 5:9, 5:23, 8:9 containing [1] - 5:11 contemplates [1] - 7:6 contiguous [1] - 5:21 COSCHIGNANO [1] - 8:13 Coschignano [1] - 8:14 COSCHIGNONO [1] - 2:8 costs [1] - 8:8 counsel [1] - 8:17 Country [2] - 8:22, 8:25	E	H 1
1 [1] - 4:3 1.8 [1] - 5:2 10 [1] - 6:13 11530 [2] - 8:23, 9:2 11550 [1] - 2:5 11553 [1] - 8:17 138 [1] - 5:14 18-A [1] - 4:4	a.m [2] - 1:11, 4:9 abatement [1] - 7:14 above-stated [1] - 7:18 accept [1] - 7:19 accompanied [1] - 3:5 acquisition [2] - 4:24, 5:25 acres [1] - 5:2 action [1] - 10:9 AGENCY [1] - 2:4 Agency [12] - 4:7, 4:8, 4:23, 6:7, 6:25, 7:3, 7:6, 7:16, 7:17, 7:24, 8:7 Agency's [1] - 8:4 Agreement [1] - 7:5 ALSO [1] - 2:7 amenity [1] - 5:19 analysis [1] - 8:8 applicant [1] - 8:18 application [1] - 8:5 applied [1] - 4:21 Article [1] - 4:4 aside [1] - 6:14 assistance [4] - 4:23, 7:7, 7:23, 8:6 attending [1] - 9:15 authorized [1] - 8:21 Avenue [3] - 5:3, 5:5, 5:20		Earle [1] - 8:15 either [2] - 7:21, 10:8 Elisabeth [1] - 8:13 ELISABETH [1] - 2:8 entity [1] - 4:18 equipment [1] - 6:3 Equipment [1] - 6:4 ESQ [1] - 2:8 excavation [1] - 5:7 Executive [2] - 1:14, 3:5 exemptions [2] - 7:9, 7:13 existing [2] - 4:15, 5:8	hand [1] - 10:13 Harrison [1] - 5:5 hear [1] - 7:19 heard [2] - 8:11, 9:10 HEARING [1] - 1:5 hearing [6] - 3:7, 3:9, 4:3, 7:25, 9:8, 9:12 held [2] - 4:6, 9:7 Hempstead [6] - 1:9, 2:5, 3:4, 4:6, 4:11, 4:22 HEMPSTEAD [1] - 2:3 Hempstead's [1] - 6:18 hereby [2] - 4:2, 10:4 hereunto [1] - 10:12 Highway [2] - 5:4, 5:20 housing [1] - 6:15 https://tohidaorg [1] - 8:5
2			F	
2 [1] - 1:11 20 [1] - 9:9 2023 [3] - 1:11, 4:9, 10:13 215 [1] - 5:11 2253 [1] - 5:3 2292 [1] - 5:5 251 [1] - 5:23 2nd [2] - 4:8, 4:10			Facility [7] - 6:6, 6:21, 6:24, 7:12, 7:25, 8:10 family [1] - 6:9 favor [1] - 7:21 feet [1] - 5:16 FEVOLA [2] - 10:3, 10:17 filed [1] - 8:6 financial [3] - 7:7, 7:22, 8:6 financing [1] - 7:11 Floor [1] - 4:10 floor [2] - 5:16, 6:10 follow [1] - 6:18 following [1] - 4:12 foot [1] - 5:10 foregoing [1] - 4:20 form [1] - 7:8 formed [2] - 4:18, 4:19 FREDERICK [1] - 1:15 Frederick [1] - 3:6 Front [3] - 1:9, 2:4, 4:10	
3				I
31 [1] - 5:14 333 [1] - 8:15 350 [3] - 1:9, 2:4, 4:10				IDA [1] - 3:4 Improvements [2] - 5:25, 6:5 IN [2] - 1:4, 10:12 Industrial [2] - 4:7, 4:22 INDUSTRIAL [1] - 2:4 Initiative [1] - 6:20 installation [1] - 6:2 interested [1] - 10:10 itself [1] - 4:16
4				J
46 [1] - 5:13				JAZ [1] - 1:6 Jaz [6] - 3:8, 4:13, 4:18, 8:22, 8:25, 9:13
5	B	D	G	K
5,000 [1] - 5:16 500 [2] - 8:22, 8:25 59,341 [1] - 5:10	BALDWIN [1] - 1:6 baldwin [1] - 4:13 Baldwin [7] - 3:8, 4:17, 5:5, 6:12, 8:22, 8:25, 9:13 bedroom [2] - 5:14, 5:15 behalf [2] - 4:16, 4:19 benefits [1] - 8:8 blood [1] - 10:8 BMX [1] - 6:18 Boulevard [1] - 8:16 Braff [1] - 8:15 BRESLIN [2] - 2:9, 8:19 Breslin [2] - 8:19, 8:20 building [1] - 5:10	DAVID [1] - 2:10 David [1] - 8:24 debris [1] - 5:7 Department [1] - 6:16 Deputy [2] - 1:14, 3:4 Development [3] - 4:7, 4:22, 6:16 DEVELOPMENT [1] - 2:4 development [1] - 6:10 die [1] - 9:13 Director [2] - 1:14, 3:5 DOLLY [2] - 10:3, 10:17 door [1] - 9:11 Downtown [1] - 6:19		
7				L
734 [1] - 5:3 736 [1] - 5:4 746 [1] - 5:4 752 [1] - 5:4				L.L.C [4] - 3:8, 4:13, 4:18, 8:15
8	C			
8th [1] - 10:13	car [1] - 5:8			
9				
9:15 [2] - 1:11, 4:9 9:45 [1] - 9:16				

land [2] - 4:25, 5:2 Land [2] - 5:6, 6:5 Law [2] - 4:5, 8:14 laws [1] - 4:15 Lease [2] - 7:2, 7:4 leased [2] - 6:7, 6:24 liability [1] - 4:14 limited [1] - 4:13 linking [1] - 5:19 LLC [1] - 1:6 local [1] - 4:9 located [1] - 5:3 location [1] - 7:24 LODATO [4] - 1:14, 3:2, 9:3, 9:7 Lodato [1] - 3:3	Old [2] - 8:22, 8:25 on-going [1] - 8:9 on-site [1] - 5:24 one [2] - 5:14, 9:9 one-bedroom [1] - 5:14 open [1] - 9:8 operated [1] - 6:22 operation [1] - 8:10 opportunity [1] - 8:3 opposed [1] - 7:21 organized [1] - 4:14 oriented [1] - 6:9 ORWASHER [2] - 2:10, 8:24 Orwasher [1] - 8:24 outcome [1] - 10:11 outdoor [1] - 5:19 Overlay [1] - 6:19 Ovington [1] - 8:16 owned [1] - 6:22	Realty [1] - 8:20 recess [1] - 9:5 record [3] - 3:10, 9:4, 10:5 recording [1] - 7:9 refinancing [1] - 7:12 related [1] - 10:7 removal [1] - 5:7 representative [2] - 7:17, 8:21 residential [2] - 5:12, 6:14 resolutions [1] - 7:16 restaurant [3] - 5:17, 5:22, 6:11 retail [3] - 5:17, 5:21, 6:10 review [1] - 8:3 Revitalization [1] - 6:20 Road [2] - 8:22, 8:25	totalling [1] - 4:25 TOWN [1] - 2:3 Town [4] - 3:3, 4:6, 4:21, 6:18 transcript [1] - 10:5 transit [1] - 6:9 transit-oriented [1] - 6:9 true [1] - 10:5 two [1] - 5:15 two-bedroom [1] - 5:15
M		S	U
managed [1] - 6:22 marriage [1] - 10:8 MATTER [1] - 1:4 matter [2] - 4:12, 10:11 MICHAEL [1] - 1:14 Michael [1] - 3:3 minutes [1] - 9:9 mix [1] - 5:13 mixed [1] - 6:8 morning [1] - 3:2 mortgage [1] - 7:9 MR [5] - 3:2, 8:19, 8:24, 9:3, 9:7 MS [1] - 8:13 multi [1] - 6:9 multi-family [1] - 6:9 multiple [1] - 4:24 Municipal [1] - 4:5	P		U.S [1] - 6:16 under [1] - 4:15 Uniondale [1] - 8:16 units [5] - 5:12, 5:14, 5:15, 6:14 Urban [1] - 6:16
N			V
name [2] - 3:3, 8:12 nature [1] - 7:24 New [10] - 1:9, 2:5, 4:4, 4:11, 4:16, 5:6, 8:16, 8:23, 9:2, 10:4 Notary [1] - 10:3 noted [1] - 9:16 notes [1] - 10:6 NOTICE [1] - 1:5 notice [1] - 3:9 Notice [1] - 4:2	p.m [1] - 9:16 parcels [1] - 4:25 parking [1] - 5:24 PAROLA [1] - 1:15 Parola [1] - 3:6 parties [1] - 10:8 percent [1] - 6:13 personal [1] - 6:3 persons [2] - 7:20, 8:2 place [1] - 7:19 plans [1] - 6:20 policies [1] - 7:15 PRESENT [1] - 2:7 president [1] - 8:20 principals [1] - 4:17 Project [3] - 6:13, 6:17, 7:5 property [2] - 6:3, 7:14 proposed [3] - 5:21, 7:22, 8:10 provide [1] - 7:7 Public [1] - 10:3 PUBLIC [1] - 1:5 public [2] - 3:7, 4:3 public/private [1] - 5:18 pursuant [4] - 4:3, 6:15, 6:25, 7:4	Sahn [1] - 8:14 sales [1] - 7:13 see [1] - 9:10 set [2] - 6:14, 10:13 sine [1] - 9:13 site [1] - 5:24 space [4] - 5:17, 5:19, 5:22, 6:11 spaces [1] - 5:24 square [2] - 5:10, 5:16 square-foot [1] - 5:10 State [3] - 4:5, 4:15, 10:4 state [1] - 8:12 stenographer [1] - 3:10 stenographic [1] - 10:6 Street [3] - 1:9, 2:4, 4:10 studio [1] - 5:13 subleased [1] - 7:3 subsequent [1] - 7:11 Sunrise [2] - 5:4, 5:20	views [1] - 7:20
O	R	T	W
OF [3] - 1:4, 1:5, 2:3 Office [1] - 8:14	RE [1] - 1:6 read [1] - 3:8 real [1] - 7:14	taxes [3] - 7:10, 7:13, 7:15 THAT [2] - 10:5, 10:10 THE [1] - 1:4 therein [1] - 6:2 Title [1] - 4:3 together [2] - 5:18, 6:4	Ward [1] - 8:14 website [1] - 8:4 WHEREOF [1] - 10:12 wishing [1] - 8:11 WITNESS [1] - 10:12 workforce [1] - 6:15 written [1] - 7:19
			Y
			York [10] - 1:9, 2:5, 4:4, 4:11, 4:16, 5:6, 8:17, 8:23, 9:2, 10:4

PROJECT ABSTRACT
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

111 Hempstead Tpke, LLC
Project: 2802-20-09A

Application Date: 11/4/20
Application Updated: 4/21/23

Contact: Chris Capece and Christine Linsalato

Applicant Name and Address: Heatherwood
58 Vanderbilt Motor Parkway, Suite 100
Commack, NY 11725

Project Address: 111 Hempstead Turnpike
West Hempstead, NY 11552

Project:

The applicant seeks to demolish a 306,652 square foot three story retail building on the west side of Broad Street as well as surface parking on both parcels. They plan to construct two Four Story buildings for a total of approximately 481,089 square feet on 9.43 acres. This includes 5,575 square feet of retail space located at 111 Hempstead Turnpike in West Hempstead. The project will also include improving streetscapes and constructing two four story buildings containing a total of 428 apartment units and retail use. The complex will be configured with a total of market rate apartments allocated as follows: (38) studio/one-bathroom, (173) one-bedroom/one-bathroom apartments, (153) two-bedroom/two-bathroom apartments) and forty (64) three-bedroom/two-bathroom apartments.

Project Costs:

Land and/or building acquisition	\$ 25,680,000
Building(s) demolition/construction	\$ 157,385,160
Site Work	\$ 6,223,740
Legal Fees	\$ 350,000
Architectural/Engineering Fees	\$ 4,800,800
Financial Charges	\$ 8,256,964
Other (Marketing and Leasing)	\$1,070,000
Other (FF&E)	\$428,000
Other (Permits and Fees)	\$2,080,100
Other (Builder and Risk Insurance)	\$1,466,457
Other (Title Insurance)	\$500,000

Other (Real Estate Taxes)	\$2,115,000
Other (Financing Fees)	\$600,000
Other (Soft Cost Contingency)	\$1,300,039
Total	\$ 212,256,260

Employment:

	Full	Part
Present	0	0
1 st Year	5	0
2 nd Year	7	0

LMA : 7

Creation: of 7 FTE

Average Salary of Hourly Employees: \$68,000

Approx. 250 Construction Jobs

Benefits Sought: 20 Year PILOT, Sales Tax Exemption, MRT

Benefit Analysis:

Sales Tax Exemption Renovation, Furnishing and Fixture:
 $\$76,753,729 \times 8.625\% = \$ 6,620,009$

Mortgage $\$107,512,474 \times .75\% = \$806,343.55$

Current Tax Information:

Section; 35, Block: 364, Lots: 1 (1- 3,68)

Section: 35, Block: 365, Lots: 217,224

Parcels: 3

SD- West Hempstead

Total Current Tax: \$1,025,196.60

Total Tax at time of application: \$771,088.12

Cronin Opinion Letter: States that current taxes would be less than previous proposal, as does SVS Report.

(i.e., \$771,088.12)

23' General: \$497,112.82

22-23 School: \$528,083.78

Village: N/A

Estimated Taxes Once Built: \$5,312,624

Applicant Attorney: Dan Deegan

IDA Transaction Counsel: Paul O'Brien

111 Hempstead Tpke, LLC (Heatherwood)
AMENDED DRAFT PILOT

111 Hempstead Turnpike
West Hempstead, NY 11552

Current Tax Information:

Section; 35, Block: 364, Lots: (1, - 3,68)

Section: 35, Block: 365, Lots: 217,224

Parcels: 3

SD- West Hempstead

Current Total Taxes Year: \$1,025,196.60

Total Tax at time of application: \$771,088.12

Cronin Opinion Letter: States that current taxes would be less than previous proposal, as does SVS Report.

(i.e., \$771,088.12)

Estimated Taxes Once Built: \$5,312,624

Year	Total
1	\$771,088.00
2	\$771,088.00
3	\$771,088.00
4	\$800,000.00
5	\$825,000.00
6	\$900,000.00
7	\$1,000,000.00
8	\$1,200,000.00
9	\$1,325,000.00
10	\$1,500,000.00
11	\$1,750,000.00
12	\$2,250,000.00
13	\$2,500,000.00
14	\$2,750,000.00
15	\$3,000,000.00
16	\$3,225,000.00
17	\$3,500,000.00
18	\$4,000,000.00
19	\$4,500,000.00
20	\$5,312,624.00

1/13/21 – DRAFT

3/30/21 – AMENDED

4/24/23 - AMENDED

This Pilot has NOT been approved by the Hempstead IDA Board

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

-----X

IN THE MATTER OF A
NOTICE OF PUBLIC HEARING
RE: 111 Hempstead Tpke LLC

-----X

350 Front Street
Hempstead, New York

May 10, 2023
9:30 a.m.

B E F O R E:

MICHAEL LODATO, Deputy Executive Director

FREDERICK E. PAROLA, CEO

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

TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT AGENCY
350 Front Street
Hempstead, New York 11550
BY: MICHAEL LODATO

ALSO PRESENT:

DANIEL OPPENHEIMER

JOHN GORDON

CHRISTINE LINSALATO

1 MR. LODATO: Good morning. My
2 name is Michael Lodato with the Town
3 of Hempstead IDA. I'm the Deputy
4 Executive Director. I'm accompanied
5 by Frederick Parola, CEO. We are
6 here for a public hearing for 111
7 Hempstead Turnpike, L.L.C. I will
8 now read the Notice of the Hearing
9 into the record for the
10 stenographer.
11

12 Notice is hereby given that a
13 public hearing pursuant to Title 1
14 of Article 18-A of the New York
15 State General Municipal Law (the
16 "Hearing") will be held by the Town
17 of Hempstead, IDA on the 10th day of
18 May, 2023, at 9:30 a.m., local time,
19 at Hempstead Town Hall, Second
20 Floor, Room 234A, 350 Front Street,
21 Hempstead, New York, 11550, in
22 connection with the following
23 matters:

24 111 Hempstead Turnpike, L.L.C.,
25 a New York limited liability

company, on behalf of itself and/or the principals of 111 Hempstead Turnpike L.L.C. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the Company"), submitted its application for financial assistance (as amended, the "Application") to the Town of Hempstead Industrial Development Agency (the "Agency"), to enter into a transaction in which the Agency will assist in the acquisition of an interest in an approximately 9/43 acre parcel of land located at 111 Hempstead Turnpike, West Hempstead, Town of Hempstead, Nassau County, New York (the "Land"), the demolition of the existing structures and improvement on the Land, the construction of two four-story buildings aggregating approximately 481,089 square feet of space, and consisting of approximately 428 residential rental

units, approximately 5,575 square feet of retail space, and surface and garage parking on the Land for approximately 740 vehicles (the "Improvements"), and the acquisition of certain fixtures, equipment and personal property necessary for the completion thereof (the "Equipment"; and together with the Land and the Improvements, the "Facility"), which Facility is to be subleased by the Agency to the Company and further subleased by the Company to future tenants for use as mixed-use multifamily housing and retail complex (the "Project"). The Facility would be initially owned, operated and/or managed by the Company.

The Agency contemplates that it would provide financial assistance to the Company in the form of exemptions from the mortgage recording taxes in connection with

1 the financing or any subsequent
2 refinancing of the Facility,
3 exemptions from sales and use taxes
4 and abatement of real property
5 taxes.
6

7 The Company has requested that
8 the Agency provide financial
9 assistance to the Company in the
10 form of abatements of real property
11 taxes for a term of up to twenty
12 years (the "PILOT Benefit"). The
13 proposed PILOT Benefit deviates from
14 the Agency's Uniform Tax Exemption
15 Policy and Guidelines, as amended to
16 date (the "Policy"), because the
17 proposed PILOT Benefit would be for
18 a term of up to 20 years instead of
19 10 years. Copies of the proposed
20 20-year PILOT payment schedule are
21 available on the Agency's website at
22 www.tohida.org. The Agency is
23 considering the proposed deviation
24 from the Policy due to the current
25 nature of the property and because

1 the Project would not be
2 economically viable without a PILOT
3 for a term of up to 20 years.

4 A representative of the Agency
5 will, at the above-stated time and
6 place, hear and accept oral comments
7 from all persons with views in favor
8 of or opposed to either the Project
9 of the financial assistance
10 requested by the Company. Comments
11 may also be submitted to the Agency
12 in writing or electronically prior
13 to or during the Hearing by
14 e-mailing them to
15 idamail@hempsteadny.gov. Minutes of
16 the Hearing will be transcribed and
17 posted on the Agency's website.

18 Members of the public have the
19 opportunity to review the
20 application for financial assistance
21 filed by the Company with the Agency
22 and an analysis of the costs and
23 benefits of the proposed Project,
24 which can be found on the Agency's
25

website at www.tohida.org.

The Agency anticipates that the members of the Agency will consider a resolution to approve the Project and the financial assistance requested by the Company, including the proposed 20-year PILOT Benefit requested by the Company, at the Agency's Board Meeting (the "Board Meeting") to be held on May 23, 2023 at 9:00 a.m., local time, at 1 Washington Street, Town Hall Pavilion, Hempstead, New York 11550.

I want to make a note that our future meetings will be at 350 Front Street in the courtroom on the Second Floor.

If anyone would like to be heard, please state your name for the stenographer and stand up and you can speak for the record.

MR. OPPENHEIMER: I would like to. Good morning, my name is Dan Oppenheimer and I'm here to make

public comments.

I'm a resident of the Village of Hempstead. I have lived in our home for the last 20 years and it's about 1/3 of a mile from the proposed project so I'm right on the borderline between Hempstead and West Hempstead and drive past this property pretty much several times every day.

I know that the current building that's there is large, formally National Liquidators, a large commercial property. It's no longer viable. I'm concerned about the scope and the size of this project in terms of the best possible usage for this property.

I am generally pro development and pro residential because I know it's needed, and I'm sure that the developers are considering this as a transit-oriented project because it is adjacent to the West Hempstead

1 train station. That is a very slow,
2 limited service stop on the line.
3 It has a bunch of local stops. It's
4 not the same as Mineola or the hub
5 in the Village of Hempstead so it's
6 probably a little bit less desirable
7 as a transit-oriented spot than some
8 others.
9

10 But I wanted to contrast this
11 project as proposed with one that
12 was built about 10 or 12 years ago,
13 130 West Hempstead Avenue which is
14 just adjacent to this property is
15 150 apartments and it is directly
16 across from the train station. By
17 all accounts, I've heard that's a
18 very successful development. It's
19 the right location. It's the right
20 size.

21 This particular application,
22 this is a unique property. There is
23 almost 9 1/2 acres available in a
24 highly developed dense area of
25 Hempstead Turnpike. I don't know

1 too many other areas except possibly
2 for over by the coliseum that has a
3 potentially very large footprint for
4 new development.
5

6 My question always is what is
7 the best usage and highest
8 development for a particular area?
9 The size of this as proposed is 428
10 residential units, almost three
11 times as large as the 130 West
12 Hempstead Avenue, and 740 -- parking
13 for 740 vehicles which stated to
14 include both garage parking and
15 surface parking. So, yes, there is
16 room for it. Is that the best and
17 highest use of this property?

18 Just as an example, if it were
19 half the size, let's say it was
20 around 200 apartments and you had
21 room for a public park and some
22 additional commercial development
23 such as restaurants, retail shops,
24 something a little better quality
25 than the typical mini-strip malls

1 that are up and down Hempstead
2 Turnpike.
3

4 This is also a very highly
5 traffic area between Westminster
6 Avenue, Hempstead Turnpike and then
7 just below Hempstead Avenue. You
8 have Front Street nearby. Pretty
9 much any time of day you have very
10 high density of traffic going
11 through the area.

12 So I have just quickly reviewed
13 some of the documents that you have
14 on the IDA website. I would
15 certainly hope that the developer
16 has done a very detailed traffic
17 study for the area. Obviously, that
18 would add hundreds, if not
19 thousands, of additional vehicles
20 coming and going at the
21 intersections there.

22 There is a church right up the
23 block from there. There previously
24 was a school which currently is
25 closed. So that 9.43 acre parcel

1 for certainly all the time that I've
2 lived there in the area, and to my
3 knowledge going back many years, was
4 always a commercial lot. To put 428
5 residential units there is certainly
6 not out of the question in terms of
7 the size of the lot. In terms of
8 what is the best use of that area, I
9 really would hope that the IDA
10 board, as a whole, is considering
11 this.
12

13 Every time an applicant comes
14 before the Board they always say, we
15 have to do it this way otherwise we
16 can't make any money on it.
17 Whenever they get turned down they
18 invariably come back with a new
19 proposal that is a scaled-down
20 proposal.

21 Accepting the idea that there
22 is a definite need for residential
23 units, nearby transit, this is not a
24 bad concept. I definitely question
25 the size and scope of this project.

Those are my comments. Thank you.

MR. LODATO: Thank you, Dan.

Anyone else like to be heard?

MR. GORDON: I'm John Gordon
for 111 Hempstead Turnpike, L.L.C.
I'm from Forchelli, Deegan & Terrana
in Uniondale.

The applicant is an affiliate
of Heatherwood Luxury Homes which
has a great track record for
successful development on Long
Island, especially.

I just want to say this
428-units project has been approved
by the Town. Site plan approval has
been obtained and it's gone threw
all of the due diligence from that
perspective in terms of traffic and
any other impacts on the area from a
zoning perspective.

So what we're asking for from
the Board at the upcoming vote is
for a confirmation of the existing
PILOT that was agreed to or that was

1 approved at a prior Board vote and
2 the same PILOT schedule, the same
3 mortgage recording tax exemption,
4 same sales tax exemption based on
5 some reconfiguration to the project,
6 same number of units, change in some
7 of the other aspects of it.
8

9 We've submitted reports showing
10 that this should not result in any
11 change to the PILOT figure so that's
12 what we're requesting at this time.
13 Thank you.

14 MR. LODATO: Thank you, John.

15 MR. PAROLA: Next? Anyone?

16 MR. LODATO: We'll go off the
17 record.

18 (At this time, a brief recess
19 was taken.)

20 MR. LODATO: We don't have
21 anyone else we believe that is
22 looking to attend. We've had about
23 24 minutes or so now with this
24 meeting, this public hearing for 111
25 Hempstead Turnpike. We would like

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

111 Hempstead Turnpike 16
to close this public hearing sine
die.

Thank you everyone very much
for attending.

(Time noted: 9:55 a.m.)

CERTIFICATION

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

THAT within transcript is a true record
of my stenographic notes.

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

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

IN WITNESS WHEREOF, I have hereunto
set my hand this 15th day of May, 2023.

A handwritten signature in cursive script, reading "Dolly Fevola", is written over a horizontal dashed line.

DOLLY FEVOLA

1	9/43 [1] - 4:15 9:00 [1] - 8:12 9:30 [2] - 1:11, 3:18 9:55 [1] - 16:6	areas [1] - 11:2 Article [1] - 3:14 aspects [1] - 15:8 assist [1] - 4:13 assistance [6] - 4:8, 5:22, 6:9, 7:10, 7:21, 8:6 attend [1] - 15:22 attending [1] - 16:5 available [2] - 6:21, 10:23 Avenue [4] - 10:13, 11:12, 12:6, 12:7	collectively [1] - 4:6 coming [1] - 12:20 comments [3] - 7:7, 9:2, 14:2 Comments [1] - 7:11 commercial [3] - 9:15, 11:22, 13:5 company [1] - 4:2 Company [11] - 4:7, 5:13, 5:14, 5:20, 5:23, 6:7, 6:9, 7:11, 7:22, 8:7, 8:9 completion [1] - 5:9 complex [1] - 5:17 concept [1] - 13:24 concerned [1] - 9:16 confirmation [1] - 14:24 connection [2] - 3:22, 5:25 consider [1] - 8:4 considering [3] - 6:23, 9:23, 13:11 consisting [1] - 4:24 construction [1] - 4:21 contemplates [1] - 5:21 contrast [1] - 10:10 Copies [1] - 6:19 costs [1] - 7:23 County [1] - 4:18 courtroom [1] - 8:17 current [2] - 6:24, 9:12	deviates [1] - 6:13 deviation [1] - 6:23 die [1] - 16:3 diligence [1] - 14:18 directly [1] - 10:15 Director [2] - 1:14, 3:5 documents [1] - 12:13 DOLLY [2] - 17:3, 17:17 done [1] - 12:16 down [3] - 12:2, 13:17, 13:19 drive [1] - 9:9 due [2] - 6:24, 14:18 during [1] - 7:14	
	A	B		E	
	a.m [4] - 1:11, 3:18, 8:12, 16:6 abatement [1] - 6:5 abatements [1] - 6:10 above-stated [1] - 7:6 accept [1] - 7:7 accepting [1] - 13:21 accompanied [1] - 3:5 accounts [1] - 10:17 acquisition [2] - 4:14, 5:6 acre [2] - 4:15, 12:25 acres [1] - 10:23 action [1] - 17:9 add [1] - 12:18 additional [2] - 11:22, 12:19 adjacent [2] - 9:25, 10:14 affiliate [1] - 14:9 Agency [12] - 4:11, 4:13, 5:13, 5:21, 6:8, 6:22, 7:5, 7:12, 7:22, 8:3, 8:4 AGENCY [1] - 2:4 Agency's [5] - 6:14, 6:21, 7:18, 7:25, 8:10 aggregating [1] - 4:22 ago [1] - 10:12 agreed [1] - 14:25 almost [2] - 10:23, 11:10 ALSO [1] - 2:7 amended [2] - 4:9, 6:15 analysis [1] - 7:23 anticipates [1] - 8:3 apartments [2] - 10:15, 11:20 applicant [2] - 13:13, 14:9 application [3] - 4:8, 7:21, 10:21 Application [1] - 4:9 approval [1] - 14:16 approve [1] - 8:5 approved [2] - 14:15, 15:2 area [8] - 10:24, 11:8, 12:5, 12:11, 12:17, 13:3, 13:9, 14:20	bad [1] - 13:24 based [1] - 15:5 behalf [2] - 4:2, 4:5 below [1] - 12:7 Benefit [3] - 6:13, 6:17, 8:8 Benefit" [1] - 6:12 benefits [1] - 7:24 best [4] - 9:18, 11:7, 11:16, 13:9 better [1] - 11:24 between [2] - 9:8, 12:5 bit [1] - 10:7 block [1] - 12:23 blood [1] - 17:8 Board [5] - 8:10, 13:14, 14:23, 15:2 board [1] - 13:11 borderline [1] - 9:8 brief [1] - 15:18 building [1] - 9:13 buildings [1] - 4:22 built [1] - 10:12 bunch [1] - 10:4 BY [1] - 2:5			e-mailing [1] - 7:15 economically [1] - 7:3 either [2] - 7:9, 17:8 electronically [1] - 7:13 enter [1] - 4:12 entity [1] - 4:4 equipment [1] - 5:7 Equipment [1] - 5:9 especially [1] - 14:13 example [1] - 11:18 except [1] - 11:2 Executive [2] - 1:14, 3:5 Exemption [1] - 6:14 exemption [2] - 15:4, 15:5 exemptions [2] - 5:24, 6:4 existing [2] - 4:20, 14:24
2			D	F	
20 [3] - 6:18, 7:4, 9:5 20-year [2] - 6:20, 8:8 200 [1] - 11:20 2023 [4] - 1:11, 3:18, 8:11, 17:13 23 [1] - 8:11 234A [1] - 3:20 24 [1] - 15:23			Dan [2] - 8:24, 14:3 DANIEL [1] - 2:8 date [1] - 6:16 Deegan [1] - 14:7 definite [1] - 13:22 definitely [1] - 13:24 demolition [1] - 4:19 dense [1] - 10:24 density [1] - 12:10 Deputy [2] - 1:14, 3:4 desirable [1] - 10:7 detailed [1] - 12:16 developed [1] - 10:24 developer [1] - 12:15 developers [1] - 9:23 Development [1] - 4:11 DEVELOPMENT [1] - 2:4 development [6] - 9:20, 10:18, 11:5, 11:8, 11:22, 14:12	Facility [4] - 5:11, 5:12, 5:18, 6:3 favor [1] - 7:8 feet [2] - 4:23, 5:3 FEVOLA [2] - 17:3, 17:17 figure [1] - 15:11 filed [1] - 7:22 financial [6] - 4:8, 5:22, 6:8, 7:10, 7:21, 8:6 financing [1] - 6:2 fixtures [1] - 5:7 Floor [2] - 3:20, 8:18 following [1] - 3:22 footprint [1] - 11:4	
3		C			
350 [4] - 1:9, 2:4, 3:20, 8:16		CEO [2] - 1:15, 3:6 certain [1] - 5:7 certainly [3] - 12:15, 13:2, 13:6 CERTIFICATION [1] - 17:2 certify [2] - 17:4, 17:7 change [2] - 15:7, 15:11 CHRISTINE [1] - 2:10 church [1] - 12:22 close [1] - 16:2 closed [1] - 12:25 coliseum [1] - 11:3			
4					
428 [3] - 4:25, 11:9, 13:5 428-units [1] - 14:15 481,089 [1] - 4:23					
5					
5,575 [1] - 5:2					
7					
740 [3] - 5:5, 11:12, 11:13					
9					
9 [1] - 10:23 9.43 [1] - 12:25					

<p>Forchelli ^[1] - 14:7 foregoing ^[1] - 4:6 form ^[2] - 5:23, 6:10 formally ^[1] - 9:14 formed ^[2] - 4:5 four ^[1] - 4:22 four-story ^[1] - 4:22 FREDERICK ^[1] - 1:15 Frederick ^[1] - 3:6 Front ^[5] - 1:9, 2:4, 3:20, 8:16, 12:8 future ^[2] - 5:14, 8:16</p>	<p>home ^[1] - 9:5 Homes ^[1] - 14:10 hope ^[2] - 12:15, 13:10 housing ^[1] - 5:16 hub ^[1] - 10:5 hundreds ^[1] - 12:18</p>	<p>limited ^[2] - 3:25, 10:3 line ^[1] - 10:3 LINSALATO ^[1] - 2:10 Liquidators ^[1] - 9:14 lived ^[2] - 9:4, 13:3 LLC ^[1] - 1:6 local ^[3] - 3:18, 8:12, 10:4 located ^[1] - 4:16 location ^[1] - 10:19 LODATO ^[7] - 1:14, 2:5, 3:2, 14:3, 15:14, 15:16, 15:20 Lodato ^[1] - 3:3 looking ^[1] - 15:22 Luxury ^[1] - 14:10</p>	<p>National ^[1] - 9:14 nature ^[1] - 6:25 nearby ^[2] - 12:8, 13:23 necessary ^[1] - 5:8 need ^[1] - 13:22 needed ^[1] - 9:22 new ^[2] - 11:5, 13:18 New ^[8] - 1:9, 2:5, 3:14, 3:21, 3:25, 4:18, 8:14, 17:4 next ^[1] - 15:15 Notary ^[1] - 17:3 note ^[1] - 8:15 noted ^[1] - 16:6 notes ^[1] - 17:6 NOTICE ^[1] - 1:5 Notice ^[1] - 3:9 notice ^[1] - 3:12 number ^[1] - 15:7</p>	<p>persons ^[1] - 7:8 perspective ^[2] - 14:19, 14:21 PILOT ^[9] - 6:12, 6:13, 6:17, 6:20, 7:3, 8:8, 14:25, 15:3, 15:11 place ^[1] - 7:7 plan ^[1] - 14:16 Policy ^[3] - 6:15, 6:16, 6:24 possible ^[1] - 9:19 possibly ^[1] - 11:2 posted ^[1] - 7:18 potentially ^[1] - 11:4 PRESENT ^[1] - 2:7 pretty ^[2] - 9:10, 12:8 previously ^[1] - 12:23 principals ^[1] - 4:3 pro ^[2] - 9:20, 9:21 Project ^[4] - 7:2, 7:9, 7:24, 8:5 project ^[7] - 9:7, 9:18, 9:24, 10:11, 13:25, 14:15, 15:6 Project") ^[1] - 5:17 property ^[10] - 5:8, 6:5, 6:10, 6:25, 9:10, 9:15, 9:19, 10:14, 10:22, 11:17 proposal ^[2] - 13:19, 13:20 proposed ^[9] - 6:13, 6:17, 6:19, 6:23, 7:24, 8:8, 9:7, 10:11, 11:9 provide ^[2] - 5:22, 6:8 PUBLIC ^[1] - 1:5 Public ^[1] - 17:3 public ^[7] - 3:7, 3:13, 7:19, 9:2, 11:21, 15:24, 16:2 pursuant ^[1] - 3:13 put ^[1] - 13:5</p>		
<p>G</p>	<p>IDA ^[4] - 3:4, 3:17, 12:14, 13:10 idamail@hempsteadny.gov ^[1] - 7:16 idea ^[1] - 13:21 impacts ^[1] - 14:20 improvement ^[1] - 4:20 Improvements ^[2] - 5:6, 5:11 IN ^[2] - 1:4, 17:12 include ^[1] - 11:14 including ^[1] - 8:7 INDUSTRIAL ^[1] - 2:4 Industrial ^[1] - 4:10 instead ^[1] - 6:18 interest ^[1] - 4:14 interested ^[1] - 17:10 intersections ^[1] - 12:21 invariably ^[1] - 13:18 Island ^[1] - 14:13 itself ^[1] - 4:2</p>	<p>M</p>	<p>mailing ^[1] - 7:15 mails ^[1] - 11:25 managed ^[1] - 5:19 marriage ^[1] - 17:8 MATTER ^[1] - 1:4 matter ^[1] - 17:11 matters ^[1] - 3:23 Meeting ^[2] - 8:10, 8:11 meeting ^[1] - 15:24 meetings ^[1] - 8:16 Members ^[1] - 7:19 members ^[1] - 8:4 MICHAEL ^[2] - 1:14, 2:5 Michael ^[1] - 3:3 mile ^[1] - 9:6 Mineola ^[1] - 10:5 mini ^[1] - 11:25 mini-strip ^[1] - 11:25 minutes ^[1] - 15:23 Minutes ^[1] - 7:16 mixed ^[1] - 5:15 mixed-use ^[1] - 5:15 money ^[1] - 13:16 morning ^[2] - 3:2, 8:24 mortgage ^[2] - 5:24, 15:4 MR ^[7] - 3:2, 8:23, 14:3, 14:5, 15:14, 15:16, 15:20 multifamily ^[1] - 5:16 Municipal ^[1] - 3:15</p>	<p>O</p>	<p>obtained ^[1] - 14:17 obviously ^[1] - 12:17 OF ^[3] - 1:4, 1:5, 2:3 one ^[1] - 10:11 operated ^[1] - 5:19 OPPENHEIMER ^[2] - 2:8, 8:23 Oppenheimer ^[1] - 8:25 opportunity ^[1] - 7:20 opposed ^[1] - 7:9 oral ^[1] - 7:7 oriented ^[2] - 9:24, 10:8 otherwise ^[1] - 13:15 outcome ^[1] - 17:11 owned ^[1] - 5:18</p>	
<p>H</p>	<p>John ^[2] - 14:5, 15:14 JOHN ^[1] - 2:9</p>	<p>K</p>	<p>parcel ^[2] - 4:15, 12:25 park ^[1] - 11:21 parking ^[4] - 5:4, 11:12, 11:14, 11:15 PAROLA ^[2] - 1:15, 15:15 Parola ^[1] - 3:6 particular ^[2] - 10:21, 11:8 parties ^[1] - 17:8 past ^[1] - 9:9 Pavilion ^[1] - 8:14 payment ^[1] - 6:20 personal ^[1] - 5:8</p>	<p>P</p>	<p>Q</p>	
<p>half ^[1] - 11:19 Hall ^[2] - 3:19, 8:13 hand ^[1] - 17:13 hear ^[1] - 7:7 heard ^[3] - 8:20, 10:17, 14:4 HEARING ^[1] - 1:5 hearing ^[4] - 3:7, 3:13, 15:24, 16:2 Hearing ^[4] - 3:9, 3:16, 7:14, 7:17 Heatherwood ^[1] - 14:10 held ^[2] - 3:16, 8:11 Hempstead ^[28] - 1:6, 1:9, 2:5, 3:4, 3:8, 3:17, 3:19, 3:21, 3:24, 4:3, 4:10, 4:16, 4:17, 4:18, 8:14, 9:4, 9:8, 9:9, 9:25, 10:6, 10:13, 10:25, 11:12, 12:2, 12:6, 12:7, 14:6, 15:25 HEMPSTEAD ^[1] - 2:3 hereby ^[2] - 3:12, 17:4 hereunto ^[1] - 17:12 high ^[1] - 12:10 highest ^[2] - 11:7, 11:17 highly ^[2] - 10:24, 12:4</p>	<p>J</p>	<p>knowledge ^[1] - 13:4</p>	<p>L</p>	<p>R</p>	<p>quality ^[1] - 11:24 quickly ^[1] - 12:12</p>	
<p>L.L.C ^[4] - 3:8, 3:24, 4:4, 14:6 land ^[1] - 4:16 Land ^[4] - 4:19, 4:21, 5:4, 5:10 large ^[4] - 9:13, 9:15, 11:4, 11:11 last ^[1] - 9:5 Law ^[1] - 3:15 less ^[1] - 10:7 liability ^[1] - 3:25</p>	<p>N</p>	<p>name ^[3] - 3:3, 8:20, 8:24 Nassau ^[1] - 4:18</p>			<p>RE ^[1] - 1:6 read ^[1] - 3:9 real ^[2] - 6:5, 6:10 really ^[1] - 13:10 recess ^[1] - 15:18 reconfiguration ^[1] - 15:6</p>	

record [5] - 3:10, 8:22, 14:11, 15:17, 17:5 recording [2] - 5:25, 15:4 refinancing [1] - 6:3 related [1] - 17:7 rental [1] - 4:25 reports [1] - 15:9 representative [1] - 7:5 requested [4] - 6:7, 7:11, 8:7, 8:9 requesting [1] - 15:12 resident [1] - 9:3 residential [5] - 4:25, 9:21, 11:10, 13:6, 13:22 resolution [1] - 8:5 restaurants [1] - 11:23 result [1] - 15:10 retail [3] - 5:3, 5:16, 11:23 review [1] - 7:20 reviewed [1] - 12:12 Room [1] - 3:20 room [2] - 11:16, 11:21	stenographer [2] - 3:11, 8:21 stenographic [1] - 17:6 stop [1] - 10:3 stops [1] - 10:4 story [1] - 4:22 Street [6] - 1:9, 2:4, 3:20, 8:13, 8:17, 12:8 strip [1] - 11:25 structures [1] - 4:20 study [1] - 12:17 subleased [2] - 5:12, 5:14 submitted [3] - 4:7, 7:12, 15:9 subsequent [1] - 6:2 successful [2] - 10:18, 14:12 surface [2] - 5:3, 11:15	true [1] - 17:5 turned [1] - 13:17 Turnpike [9] - 3:8, 3:24, 4:4, 4:17, 10:25, 12:3, 12:6, 14:6, 15:25 twenty [1] - 6:11 two [1] - 4:21 typical [1] - 11:25	Z
S	T	U	zoning [1] - 14:21
sales [2] - 6:4, 15:5 scaled [1] - 13:19 scaled-down [1] - 13:19 schedule [2] - 6:20, 15:3 school [1] - 12:24 scope [2] - 9:17, 13:25 Second [2] - 3:19, 8:18 service [1] - 10:3 set [1] - 17:13 several [1] - 9:10 shops [1] - 11:23 showing [1] - 15:9 sine [1] - 16:2 site [1] - 14:16 size [6] - 9:17, 10:20, 11:9, 11:19, 13:8, 13:25 slow [1] - 10:2 space [2] - 4:24, 5:3 spot [1] - 10:8 square [2] - 4:23, 5:2 stand [1] - 8:21 State [2] - 3:15, 17:4 state [1] - 8:20 station [2] - 10:2, 10:16	tax [2] - 15:4, 15:5 Tax [1] - 6:14 taxes [4] - 5:25, 6:4, 6:6, 6:11 tenants [1] - 5:15 term [3] - 6:11, 6:18, 7:4 terms [4] - 9:18, 13:7, 13:8, 14:19 Terrana [1] - 14:7 THAT [2] - 17:5, 17:10 THE [1] - 1:4 thereof [1] - 5:9 thousands [1] - 12:19 three [1] - 11:10 threw [1] - 14:17 Title [1] - 3:13 together [1] - 5:10 TOWN [1] - 2:3 Town [7] - 3:3, 3:16, 3:19, 4:10, 4:17, 8:13, 14:16 Tpke [1] - 1:6 track [1] - 14:11 traffic [4] - 12:5, 12:10, 12:16, 14:19 train [2] - 10:2, 10:16 transaction [1] - 4:12 transcribed [1] - 7:17 transcript [1] - 17:5 transit [3] - 9:24, 10:8, 13:23 transit-oriented [2] - 9:24, 10:8	Uniform [1] - 6:14 Uniondale [1] - 14:8 unique [1] - 10:22 units [5] - 5:2, 11:10, 13:6, 13:23, 15:7 up [6] - 6:11, 6:18, 7:4, 8:21, 12:2, 12:22 upcoming [1] - 14:23 usage [2] - 9:19, 11:7	
	V	vehicles [3] - 5:5, 11:13, 12:19 viable [2] - 7:3, 9:16 views [1] - 7:8 Village [2] - 9:3, 10:6 vote [2] - 14:23, 15:2	
	W	Washington [1] - 8:13 website [4] - 6:21, 7:18, 8:2, 12:14 West [5] - 4:17, 9:9, 9:25, 10:13, 11:11 Westminster [1] - 12:5 WHEREOF [1] - 17:12 whole [1] - 13:11 WITNESS [1] - 17:12 writing [1] - 7:13 www.tohida.org [2] - 6:22, 8:2	
	Y	years [7] - 6:12, 6:18, 6:19, 7:4, 9:5, 10:12, 13:4 York [8] - 1:9, 2:5, 3:14, 3:21, 3:25, 4:18, 8:14, 17:4	

RESOLUTION
TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT AGENCY

NYSID and Seery Systems
Scanning and Digitizing of Agency Documents

WHEREAS, the Town of Hempstead Industrial Development Agency deems it necessary to provide permanent digital storage of necessary documents ; and

WHEREAS, the Agency has selected NYSID/Seery Systems to scan, digitize and dispose of Agency documents; and

WHEREAS, NYSID/Seery Systems will has provided a proposal for Data Imaging Services, including pick-up and delivery, scanning, indexing, uploading digital copies and shredding of original IDA documents in accordance with the Agency's Record Retention and Disposition Policy;

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead Industrial Development Agency hereby approves the proposal by NYSID/Seery Systems, 195 Armstrong Road, Garden City Park, NY, for Data Imaging Services for an amount not to exceed \$50,000.00.

Adopted:

Ayes:

Nays:

Resolution Number: 028-2023

Chairman Flo Girardi



Partnership Request for Price Concurrence

Date Sent: April 17, 2023
Contracting Agency: Town of Hempstead
Customer Contact: Michael Lodato
Job Title: Commissioner
Street Address: 350 Front Street
City, State Zip: Hempstead, NY 11550
Phone: 516-414-6578 Fax: _____ E-Mail: mlodato@tohmail.org

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: Abilities
Associate Member: Seery Systems Group, Inc. (SSG)
Description: Data Imaging Services
195 Armstrong Road
Location: Garden City Park, NY 11040
Proposed Price: \$48,841.50

Closing Files

▪ 200,000 Business document images scanned & indexed at \$.1795 per image	\$35,900.00
▪ 1,500 Large Format Plans scanned & indexed at \$3.10 per image	\$ 4,650.00
▪ 5,000 Photos scanned & indexed at \$.5175 per photo	\$ 2,587.50
▪ 200,000 Business document images to OCR at \$.02 per image	\$ 4,000.00
▪ Load images on Hard Drive	\$ 265.00
▪ (2) Pickup and Deliveries at \$210.00 each	\$ 420.00
▪ 60 boxes @ \$3.95 per box	\$ 237.00
▪ 10 Hours of Labor to pack the boxes @ \$42.50 per man hour	\$ 425.00
▪ 60 boxes shredded @ \$5.95 per box	\$ 357.00

Estimated Total **\$ 48,841.50**

If a Renewal, Current Contract # _____
Proposed Renewal Term: 4/20/23 -10/15/23

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested a cost analysis can be provided for your review documenting the proposed cost of service.

Please Note: All contracts with Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule

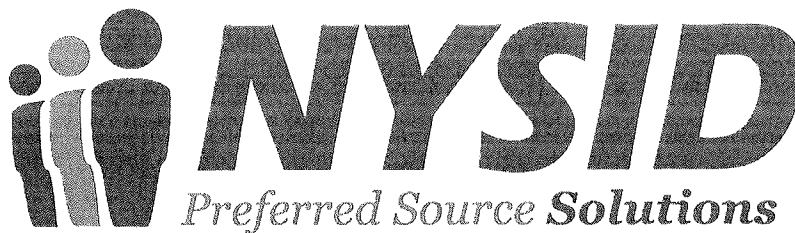
If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Katie Cox
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: kcox@nysid.org
Phone: (631) 739-7000
Ext.: _____
Fax: (518) 694-0573

NYSID Account Representative
Katie Cox

Authorized Signature: _____
Printed Name: _____
Job Title: _____
Date: _____



THE NEW YORK STATE PREFERRED SOURCE LAW

Preferred Source procurement satisfies government purchasers' obligation to comply with New York State Finance Law Article XI, Section 162, which sets forth a mandatory requirement to purchase approved goods and services provided by NYSID and other similar organizations.

The Preferred Source Law mandates that all state agencies, public benefit corporations, and local government entities purchase NYSID products and services approved by the NYS Office of General Services which meet the buying agency's "form, function and utility" requirements – without competitive bidding. **Procurement of commodities and services from Preferred Sources takes precedence over all other methods of supply and competitive procurement methods.**

The intent of the law is clear:

To direct the normal procurement activity of state and local governments to benefit New Yorkers with disabilities through employment.

BYLAWS
OF
TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT AGENCY

ARTICLE 1 - THE AGENCY

Section 1. Name. The Agency shall be known as the Town of Hempstead Industrial Development Agency.

Section 2. Seal. The Agency seal shall be in the form of a circle and shall bear the name of the Agency and the year of its organization

Section 3. Office. The office of the Agency shall be located at 350 Front Street, Hempstead, New York or such other town facility as the Agency may designate, from time to time, by resolution

ARTICLE II - BOARD

Section 1. Power of the Board and Qualification of Members: The Agency shall be overseen and governed by its Board acting through its Members who shall exercise oversight and control over the officers and staff of the Agency. Each Member shall be at least eighteen years of age and each Board Member shall be appointed by the Town of Hempstead Town Board (the "Appointing Authority"). The Board and its Members shall have all powers conferred on Board Members of public benefit corporations and local public authorities pursuant to New York State law, including, without limitation, the IDA Act, the Agency's Enabling Act, the Public Authorities Accountability Act of 2005 (the "PAAA"), the New York General Municipal Law (the "NYGML"), the New York Public Officers Law (the "NYPOL"), and any other New York State Law that is applicable to the Agency.

Section 2. Number of Members and Term of Office. The Board shall consist of seven (7) Members, appointed by the Appointing Authority. Each Member shall serve at the pleasure of the Appointing Authority and continue to hold office until his or her successor is appointed and has been qualified. As used in this Article, "entire Board" means the total number of Members who have been appointed by the Appointing Authority and entitled to vote which the Agency would have if there were no vacancies.

(a) No Member of the Board, including the Chair, shall serve as the Agency's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Comptroller, or hold any other equivalent executive position or office while also serving as a Member of the Board.

(b) As soon as practicable and in compliance with Section 2825 of the Public Authorities Law, the majority of the Members of the Board shall be Independent Members, as such term is defined in paragraph (d) below.

(c) Independence. For the purposes of these By-laws, an Independent Member is one who:

(i) is not, and in the past two (2) years has not been, employed by the Agency or another corporate body having the same ownership and control of the Agency in an executive capacity;

(ii) is not, and in the past two (2) years has not been, employed by an entity that received remuneration valued at more than fifteen thousand dollars (\$15,000.00) for goods and services provided to the Agency or received any other form of financial assistance valued at more than fifteen thousand dollars (\$15,000.00) from the Agency;

(iii) is not a relative of an executive officer or employee in an executive position of the Agency or another corporate body having the same ownership and control of the Agency; and

(iv) is not, and in the past two (2) years has not been, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or any other similar actions of the Agency or another corporate body having the same ownership and control of the Agency.

(d) At each Annual Meeting of the Board, the Members of the Board shall elect the officers of the Board, consisting of the Chair, one or more Vice Chairs, the Treasurer, one or more assistant Treasurers, the Secretary, and one or more Assistant Secretaries, each to hold office until the next Annual Meeting and until their successors have been elected and qualified. Each officer of the Board shall also be a Board Member, except that the Executive Director and/or CEO may be appointed as Assistant Secretary of the Agency.

(e) Each Member shall have one vote.

Section 2.A Membership for Projects in the Villages of Freeport and Hempstead

(a) When reviewing applications and approving PILOT Agreements for projects located solely in the Village of Freeport or the Village of Hempstead, in addition to the seven (7) members appointed by the Town of Hempstead, the board as required by statute, shall include at least one member of such village governing body and at least three (3) at-large members who are residents of the Village.

(b) Such members appointed by the Village shall participate in the discussion, consideration and vote as a member of the Industrial Development Agency Board solely with respect to such an application and proposed PILOT.

(c) Such village appointees shall be subject to all other rules and regulations governing the appointment of Members of the IDA appointed by the Town of Hempstead as set forth in the By-Laws of the Town of Hempstead Industrial Development Agency. In addition, all members appointed by the Village are required to undertake board training as required by the PAAA and the General Municipal Law.

Section 3. Organization. At each meeting of the Board, the Chair, or, in the absence of the Chair, a Vice Chair shall preside, or in the absence of either of such officers, a chair chosen by a majority of the Members present shall preside. The Secretary shall act as secretary of the Board. In the event the Secretary shall be absent from any meeting of the Board, an Assistant Secretary shall act as the secretary for such meeting.

Section 4. Resignations and Removal of Members.

(a) Any Member of the Agency may resign at any time by giving written notice to the Chair or to the Secretary. Such resignation shall take effect at the time specified therein or, if no time be specified, then on delivery; provided, however, such Member shall continue to serve until his or her successor has been appointed and qualified.

(b) Any or all of the Members may be removed at any time by the Appointing Authority.

Section 5. Action by the Board.

(a) Except as otherwise provided by law or in these By-laws, the act of the Board means action taken at a meeting of the Board by vote of a majority of the Members present at the time of the vote, if a quorum is present at such time.

(b) The voting on all questions coming to the Agency shall be by roll call, and the yeas and nays shall be entered on the minutes of such meeting; except in the case of appointments when the vote may be by ballot.

Section 6. Place of Meeting. The Board may hold its meetings at either One Washington Street or 350 Front Street, Hempstead, New York, or at such place or places within the State of New York as the Board may from time to time by resolution determine.

Section 7. Annual Meetings. The annual meeting of the Agency shall be held in January of each calendar year, at 9:00 a.m. at the regular meeting place of the Agency as described in Section 6 of this Article II. Such first meeting may be held at any other time; and if it is held at another time, notice shall be given as hereinafter provided for special meetings of the Board.

Section 8. Regular Meetings. Regular meetings of the Board may be held without notice at such times as may be fixed from time to time by resolution of the Board.

Section 9. Special Meetings. Special meetings of the Board shall be held whenever called by the Chair or in the absence of the Chair by a Vice Chair, or by any two (2) of the Members. Notice shall be given orally, by telefax, by email, or by mail and shall state the purposes, time and place of the meeting. If notice is given orally, in person or by telephone, it shall be given not less than two (2) days before the meeting; if it is given by telefax, by email or by mail, it shall be given not less than three (3) days before the meeting. At such special meeting no business shall be considered other than that designated in the notice, but if all Members are present at a special meeting, with or without notice thereof, any and all business may be transacted at such meeting.

Section 10. Waivers of Notice. Notice of a meeting need not be given to any Member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

Section 11. Quorum.

(a) A majority of the entire Board shall constitute a quorum for the transaction of business.

(b) A majority of the Members present, whether or not a quorum is present, may adjourn any meeting to another time and place without notice to any Member.

Section 12. Compensation. Members shall receive no compensation for their services but may be reimbursed for the expenses reasonably incurred by them in the performance of their duties.

Section 13. Annual Independent Audit. The Audit Committee shall present to the Board upon its completion, the annual independent audit report performed in accordance with the requirements of the IDA Act, the PAAA, the NYGML, The Authority Budget Office and generally accepted government auditing standards certified by a firm of independent public accountants selected by the Board pursuant to Section 1 of Article III of these By-laws. The certified independent public accounting firm that performs the annual independent audit shall timely report to the Audit Committee the following:

- (i) the assets and liabilities, including the status of reserve, depreciation, special or other funds including the receipts and payments of such funds, of the Agency as of the end of the fiscal year;
- (ii) the principal changes in assets and liabilities, including trust funds, during said fiscal period;
- (iii) the revenue or receipts of the Agency, both unrestricted and restricted to particular purposes during said fiscal period;
- (iv) the expenses or disbursements of the Agency for both general and restricted purposes, during said fiscal period; and
- (v) a schedule of the bonds and notes of the Agency outstanding during said fiscal period, including all refinancings, calls, refundings, defeasements, and interest rate exchange or other such agreements, and for any debt issued during the fiscal period, together with a statement of the amounts redeemed and incurred during such fiscal period as a part of a schedule of debt issuance that include the date of issuance, term, amount, interest rate, means of repayment and cost of issuance.

Furthermore, the certified independent public accounting firm that performs the annual independent audit shall timely report to the Audit Committee the following:

- (i) all critical accounting policies and practices to be used;
- (ii) all alternative treatments of financial information within generally accepted accounting principals that have been discussed with the management of the Agency, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the certified independent public accounting firm;

(iii) other material written communications between the certified independent public accounting firm and the management of the Agency, such as the management letter along with management's response or plan of corrective action, material corrections identified or schedule of unadjusted differences, where applicable.

ARTICLE III - COMMITTEES

Section 1. Audit Committee. There shall be an Audit Committee consisting of a majority of Independent members, who shall be elected by a plurality of the votes cast by the members of the Agency at each Annual Meeting and shall serve until the next Annual Meeting unless new committees are appointed by resolution due to resignation. To the extent practicable, members of the Audit Committee should be familiar with corporate financial and accounting practices. The Audit Committee shall recommend to the Board the hiring of a certified independent accounting firm in compliance with the Public Authorities Law of New York State to conduct the annual independent audit, establish the compensation to be paid to the accounting firm and provide direct oversight of the performance of the annual independent audit

Section 2. Governance Committee. There shall be a Governance Committee consisting a majority of Independent members, who shall be elected by a plurality of the votes cast by the members of the Agency at each Annual Meeting and shall serve until the next Annual Meeting unless new committees are appointed by resolution due to resignation. The Governance Committee shall keep the Board informed of current best governance practices, review corporate governance trends, update the Agency's corporate governance principles, and advise the Appointing Authority on the skills and experience required of potential members.

Section 3: Finance Committee. The Finance Committee shall consist of a majority of Independent Members and shall be responsible to review all proposals for the issuance of debt by the IDA and to assist in the creation of a four-year financial plan for the Agency.

Section 4. Other Committees. The Board may from time to time designate other committees as it deems necessary and desirable to assist the Agency to perform its duties in accordance with applicable law, including, without limit, a finance committee and a marketing committee. Each such committee created by the Board shall consist of such persons and shall have such authority as is provided in the resolution designating the committee.

Section 5. Meetings. Meetings of committees, of which no notice shall be necessary, shall be held at such time and place as shall be fixed by the Chair of

the Board or the chair of such committee upon the advice and consent of all of the Members of the Board or the Members of such committee.

Section 6. Quorum and Manner of Acting. Unless otherwise provided by resolution of the Board, a majority of all of the Members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the Members of the committee shall be the act of the committee.

The procedures and manner of acting of the committees of the Board shall be subject at all times to the directions of the Board.

Section 7. Tenure of Member of Committees of the Board. Each committee of the Board and every member thereof shall serve at the pleasure of the Board.

Section 8. Alternate Members. The Board may designate one (1) or more members as alternate members of any standing committee of the Board, who may replace any absent member or members at any meeting of such committee.

ARTICLE IV - BOARD OFFICERS

Section 1. Officers. The Officers of the Agency's Board shall be a Chair, one (1) or more Vice Chairs, a Treasurer, a Secretary and/or such other officers as the Board may in its discretion determine, including an Assistant Secretary who shall be the Chief Executive Officer of the Agency and an Assistant Treasurer who shall be the Chief Financial Officer of the Agency. Any two (2) or more offices may be held by the same person, except the offices of Chair and Secretary.

Section 2. Term of Office and Qualifications. Those officers whose titles are specifically mentioned in Section 1 of this Article IV shall be elected by the Board at its Annual Meeting. Unless a shorter term is provided in the resolution of the Board electing such officer, the term of office of each officer shall extend to the next Annual Meeting and until the officer's successor is elected and qualified. The Chair shall be elected from among the Members.

Section 3. Additional Officers. Additional officers may be elected for such period, have such authority and perform such duties, either in an administrative or subordinate capacity, as the Board may from time to time determine.

Section 4. Removal of Officers. Any officer may be removed by the Board with or without cause at any time.

Section 5. Resignation. Any officer may resign his or her position as an officer at any time by giving written notice to the Board, to the Chair or to the Secretary.

Any such resignation shall take effect at the time specified therein, or, if no time be specified, then upon delivery.

Section 6. Vacancies. A vacancy in any office shall be filled by the Board.

Section 7. Chair. The Chair shall preside at all meetings and of the Board at which the Chair is present. In the absence or incapacity of the Executive Director/Chief Executive Officer of the Agency or the Deputy Executive Director/Chief Financial Officer, and except as otherwise authorized by resolution of the Board, the Chair, Executive Director or Deputy Executive Director shall execute all agreements, contracts, deeds, and any other instruments of the Agency. At each meeting, the Chair shall submit recommendations and information as he or she may consider proper concerning the business, affairs, the bonds, the projects and facilities of the Agency, the economic benefits to be conferred on project applicants and occupants, and the policies of the Agency. Nothing in the provision shall be construed as granting the Chair the exclusive right to bring matters before the Agency for consideration.

Section 8. Vice Chairs. In the absence or incapacity to act of the Chair, or if the office of Chair be vacant, the Vice Chair or, if there be more than one Vice Chair, the Vice Chairs in order of seniority as determined by the Board, shall preside at all meetings of the Board, and shall perform the duties and exercise the powers of the Chair, subject to the right of the Board from time to time to extend or confine such powers and duties or to assign them to others. Each Vice Chair shall have such powers and shall perform such other duties as may be assigned by the Board or the Chair.

Section 9. Treasurer. The Treasurer shall, if required by the Board, obtain a bond for the faithful discharge of his or her duties, in such sum and with such sureties as the Board shall require. The Treasurer shall oversee the Chief Financial Officer and the Deputy Financial Officer of the Agency and shall review all the books and accounts of the Agency and shall advise the Chief Financial Officer of the Agency with respect to the charge, custody and investment of all funds and securities of the Agency, and the Treasurer shall ensure the proper deposit by the Chief Financial Officer of the Agency all such funds in the name of and to the credit of the Agency in such banks, trust companies, or other depositories as shall be selected by the Board. The Treasurer shall also perform all other duties customarily incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board.

Section 10. Assistant Treasurer. The Assistant Treasurer shall carry out the duties of the Treasurer in the absence of the Treasurer.

Section 11. Secretary. It shall be the duty of the Secretary to act as secretary of all meetings of the Board, and to keep the minutes of all such meetings in a

proper book or books to be provided for that purpose; the Secretary shall see that all notices required to be given by the Agency are duly given and served; the Secretary shall keep a current list of the Members and officers of the Agency's Board and their residence addresses; the Secretary shall be custodian of the seal of the Agency and shall affix the seal, or cause it to be affixed, to all agreements, documents and other papers requiring the same. The Secretary shall have custody of the minute book containing the minutes of all meetings of Members, the Executive Committee, and any other committees which may keep minutes, and of all other contracts and documents which are not in the custody of the Treasurer of the Agency, or in the custody of some other person authorized by the Board to have such custody.

Section 12. Assistant Secretary. The Assistant Secretary shall carry out the duties of the Secretary in the absence of the Secretary.

Section 13. Appointed Officers. The Board may delegate to any officer or committee the power to appoint and to remove any subordinate officer, agent or employee.

ARTICLE V - EXECUTIVE OFFICERS AND OTHER PERSONNEL

Section 1. Executive Director and/or Chief Executive Officer. The Agency shall appoint an Executive Director and/or Chief Executive Officer by resolution, which resolution shall set the Executive Director and/or CEO's annual compensation.

Section 2. Duties and Responsibilities of Executive Director and/or Chief Executive Officer. The Executive Director shall never be the Chair of the Board of the Agency and he or she shall have general supervision and management of the Agency and all Agency staff and employees shall report directly to the Executive Director and/or Chief Executive Officer. Except as may otherwise be authorized by a resolution adopted by the Board, the Executive Director and/or Chief Executive Officer shall:

(a) Execute all agreements, bonds, notes, contracts, agreements, deeds, leases and any other instruments of the Agency.

(b) sign all financial instruments and checks.

(c) Cosign all purchase orders and instruments and checks over certain dollar thresholds as may be established from time to time by the Board. Said instruments may be countersigned by the CFO, or other officer or Board Member as shall be designated by the Board.

(d) Shall prepare the annual budget of the Agency with the consultation and cooperation of the Audit Committee, CFO and DFO for submission to the Board for approval.

(e) Sign all purchase orders, under the direction of the board by resolution and the CFO.

Furthermore, the Executive Director and/or Chief Executive Officer shall assist the Chairman with such matters as the Chairman or the Board may request in furtherance of the Agency's public purposes. The Executive Director/Chief Executive Officer shall be charged with leading the Agency in carrying out its Mission Statement and fulfilling its public purposes under the IDA Act and the PAAA. The Executive Director and/or Chief Executive Officer shall also perform all other duties customarily incident to the office of a Chief Executive Officer of a public benefit corporation and public authority of the State of New York and such other duties as from time to time may be assigned by the Board.

Section 3. Chief Financial Officer. The Agency shall appoint a Chief Financial Officer by resolution, which resolution shall set the CFO's annual/hourly compensation.

Section 4. Duties and Responsibilities of Chief Financial Officer. In the absence or incapacity of the Executive Director and/or Chief Executive Officer, the Chief Financial Officer shall exercise the duties and responsibilities of the Executive Director and/or Chief Executive Officer. Except as may otherwise be authorized by a resolution of the Board, if the office of the Executive Director and/or Chief Executive Officer shall be vacant the Chief Financial Officer of the Agency shall be the Acting Chief Executive Officer of the Agency until such time as the Board has appointed a replacement Executive Director and/or Chief Executive Officer. The Chief Financial Officer of the Agency shall assist the Executive Director and/or Chief Executive Officer in the carrying out of the Agency's Mission Statement and in fulfillment of the Agency's public purposes under the IDA Act and the PAAA. The Chief Financial Officer shall oversee the maintenance of the books and accounts of the Agency. The Chief Financial Officer shall also perform all other duties customarily incident to the office of a Chief Financial Officer of a public benefit corporation and public authority of the State of New York and such other duties as from time to time may be assigned by the Board. The Chief Financial Officer shall be the Chief Compliance/Contracting Officer of the Agency for purposes of ensuring that the Agency is in full compliance with all provisions of the PAAA applicable to the Agency and the IDA Act. The Chief Financial Officer shall prepare and distribute all annual reports required by the IDA Act and the PAAA and as may otherwise be required by the Office of the Comptroller of the State of New York. The Chief Financial Officer of the Agency, shall assist the CEO, Agency Administrator and Chair in preparing the annual budget of the Agency for submission to the Board for approval and he or she shall distribute all

copies of the annual budget of the Agency to all persons required by the IDA Act and the PAAA. The Chief Financial Officer and/or Deputy Financial Officer shall prepare board meeting material and notices. The Chief Financial Officer and/or Deputy Financial Officer shall be charged with the tracking of all lawsuits within the Agency and oversee the document process for such lawsuits in conjunction with the Agency Counsel. The Chief Financial Officer of the Agency shall be the Contracting Officer of the Agency for the disposition of real and personal property in accordance with the provisions of the PAAA. The Deputy Executive Director and/or Chief Financial Officer shall be the Freedom of Information Officer of the Agency in accordance with the provisions of the New York State Freedom of Information Law, Article 6 of the New York Public Officers Law. The Chief Financial Officer shall be charged with depositing PILOT money into a designated IDA PILOT bank account, and also with disbursing the PILOT money from that account to the appropriate taxing jurisdictions.

Section 5 Agency Administrator. The Agency shall appoint an Agency Administrator by Resolution, which resolution shall set the Agency Administrator's Annual compensation.

Section 6. Duties and Responsibilities of Agency Administrator. The Agency Administrator shall be the assistant to the Chief Financial Officer of the Agency. The Agency Administrator of the Agency shall assist the Executive Director and/or CEO and CFO in carrying out the Agency's Mission Statement to fulfill the Agency's public purposes under the IDA Act and the PAA. The Agency Administrator shall keep and maintain the books and accounts of the Agency and shall have charge and custody of, and be responsible for, all funds and securities of the Agency, and shall deposit all such funds in the name of and to the credit of the Agency in such banks, trust companies, or other depositories as shall be selected by the Board. The Agency Administrator shall pay out and disburse such moneys under the direction of the CEO and the Chief Financial Officer. All such purchase orders and instruments and checks over certain dollar threshold as may be established from time to time by the Board shall be signed by the CEO or the Chief Financial Officer of the Board, or other officer or Board Member as shall be designed by the Board. The Agency Administrator of the Agency shall assist the CEO and CFO of the Agency in the preparation of the annual budget of the Agency for submission to the Board for approval. The Agency Administrator shall also be responsible for all Pension reconciliation of all employees of the IDA. Additionally, the Agency Administrator shall be responsible for invoicing and recording of Minutes for Board meetings when a stenographer is not present, and shall coordinate Oaths of office for New Board Members and assist with setting up board member training and coordinate execution of fiduciary forms.

Section 6a. Duties and Responsibilities of the Deputy Financial Officer: The Deputy Financial Officer shall assist the Chief Financial Officer with policy writing, Agenda preparation and Board Meeting material coordination. The Deputy

Financial Officer shall oversee all data collection and compliance management as required by the IDA ACT and the PAAA. The Deputy Financial Officer shall be responsible for the Annual Financial Report preparation and related documents. The Deputy Financial Officer shall also be charged with coordination of all PILOT Billing, PILOT record keeping and PILOT payment collection for disbursement. Additionally, the Deputy Financial Officer will be responsible for all data management, including sales tax exemptions, terminations and recapture procedures.

Section 6b. Duties of the Deputy Executive Director: The Deputy Executive Director shall assist the Chief Financial Officer with new applications and guide applicants through the application process. The Deputy Executive Director shall schedule all public hearings, post notices and publication of all public hearing for the Agency. The Deputy Executive Director shall assist in the preparation of necessary closing documents for Applicants of the Agency. The Deputy Executive Director is also responsible for document maintenance on the Agency's website and provide assistance to the CEO and CFO. Additionally, the Deputy Executive Director shall be responsible for bank reconciliation of all PILOT Accounts.

Section 6c. Duties of the Deputy Agency Administrator: The Deputy Agency Administrator shall assist the Agency Administrator with all financial record keeping, maintenance of the books, invoicing, minutes of the board meetings, custodian of the Agency master files and all related responsibilities of the Agency Administrator.

Section 7. Compliance/**Contracting** Officer. The Agency shall appoint a Compliance/Contracting Officer by resolution, who may be the Deputy Financial Officer and /or Chief Financial Officer, or any other employee of the Agency. The Compliance Officer shall be responsible for insuring that the Agency complies with all financial and other reporting requirements imposed by structure, including those requirements in the General Municipal Law and the Public Authorities Law of New York State. The Compliance Officer shall be the "Contracting Officer" (as such term is defined in Section 2895 of New York's Public Authorities Law).

Section 8. Additional Personnel. The Agency may from time to time employ such personnel as the Agency, upon the recommendation of the Executive Director/Chief Executive Officer, deems necessary to exercise the Agency's powers, duties and functions as prescribed by the IDA Act, the PAAA and all other laws of the State of New York applicable thereto. The selection and compensation of all personnel shall be determined by the Agency subject to the laws of the State of New York.

Section 9. Municipal Personnel. The Agency may, with the consent of the IDA Board and the Town of Hempstead (the "Town"), use the agents, employees and facilities of the Town. In such event, the Agency will, by resolution, enter into a contract with the Town providing the terms upon which the Town will provide the use of its agents, employees and facilities to the Agency and the compensation, if any, that the Agency shall pay to the Town for the use by the Agency of the Town's agents, employees and facilities.

ARTICLE VI - CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS

Section 1. Execution of Contracts. The Board, except as in these By-laws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Agency to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but, unless so authorized by the Board, or expressly authorized by these By-laws, no officers, agent or employee shall have any power or authority to bind the Agency by any contract or engagement or to pledge its credit or to render it liable pecuniarily in any amount for any purpose.

Section 2. Loans. No loans shall be contracted on behalf of the Agency unless specifically authorized by the Board.

Section 3. Checks, Drafts, etc. All checks, drafts and other orders for the payment of money out of the funds of the Agency, and all notes or other evidences of indebtedness of the Agency, shall be signed on behalf of the Agency in such manner as shall from time to time be determined by these By-laws or by resolution of the Board.

Section 4. Deposits. All funds of the Agency not otherwise employed shall be deposited from time to time to the credit of the Agency in such banks, trust companies or other depositories as the Board may select or in the absence of such selection by the Board, as the Executive Director/CEO in consultation with the Deputy Executive Director/Chief Financial Officer and Agency Administrator.

ARTICLE VII - INDEMNIFICATION AND INSURANCE

Section 1. Authorized Indemnification. Unless clearly prohibited by law or Section 2 of this Article VI, the Agency shall indemnify any person ("Indemnified Person") made, or threatened to be made, a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by or in the right of the Agency, by reason of the fact that he or she (or his or her testator or intestate), whether before or after adoption of this Section,

(a) is or was a Member or officer of the Agency, or (b) in addition is serving or served, in any capacity, at the request of the Agency, as a Member or officer of any other Agency, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Agency shall have consented to such settlement) and reasonable expenses, including attorneys' fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal thereof.

Section 2. Prohibited Indemnification. The Agency shall not indemnify any person if a judgment or other final adjudication adverse to the Indemnified Person (or to the person whose actions are the basis for the action or proceeding) establishes, or the Board in good faith determines, that such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

Section 3. Advancement of Expenses. The Agency shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Agency, pay or promptly reimburse the Indemnified Person's reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Agency, with interest, for any amount advanced for which it is ultimately determined that he or she is not entitled to be indemnified under the law or Section 2 of this Article VI. An Indemnified Person shall cooperate in good faith with any request by the Agency that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

Section 4. Indemnification of Others. Unless clearly prohibited by law or Section 2 of this Article VI, the Board may approve Agency indemnification as set forth in Section 1 of this Article VI or advancement of expenses as set forth in Section 3 of this Article VI, to a person (or the testator or intestate of a person) who is or was employed by the Agency or who is or was a volunteer for the Agency, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Agency in any capacity for any other Agency, partnership, joint venture, trust, employee benefit plan or other enterprise.

Section 5. Determination of Indemnification. Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or

disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court the Board shall, upon written request by the Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these By-laws. Before indemnification can occur the Board must explicitly find that such indemnification will not violate the provisions of Section 2 of this Article VI. No Member with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Members is not obtainable, the Board shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these By-laws.

Section 6. Binding Effect. Any person entitled to indemnification under these By-laws has a legally enforceable right to indemnification, which cannot be abridged by amendment of these By-laws with respect to any event, action or omission occurring prior to the date of such amendment.

Section 7. Insurance. The Agency is not required to purchase Members' and officers' liability insurance, but the Agency may purchase such insurance if authorized and approved by the Board. To the extent permitted by law, such insurance may insure the Agency for any obligation it incurs as a result of this Article VI or operation of law and it may insure directly the Members, officers, employees or volunteers of the Agency for liabilities against which they are not entitled to indemnification under this Article VI as well as for liabilities against which they are entitled or permitted to be indemnified by the Agency.

Section 8. Nonexclusive Rights. The provisions of this Article VI shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Agency with any Member, officer, employee or volunteer providing them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article VI, subject in all cases to the limitations of Section 2 of this Article VI.

ARTICLE VIII - CONFLICTS OF INTEREST

Section 1. Definition of Conflicts of Interest. A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence Agency policies or actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any Member of his or her immediate family (spouse, parents, children, brothers or sisters, and spouses of these individuals); or (c) any organization in which he or she, or an immediate family member is a

member, trustee, officer, member, partner or more than 10% shareholder. Service on the board of another not-for-profit agency does not constitute a conflict of interest.

Section 2. Disclosure of Conflicts of Interest. A Member or officer shall disclose a conflict of interest: (a) prior to voting on or otherwise discharging his or her duties with respect to any matter involving the conflict which comes before the Board or any committee; (b) prior to entering into any contract or transaction involving the conflict; (c) as soon as possible after the Member or officer learns of the conflict; and (d) on the conflict of interest disclosure form. The Secretary of the Agency shall, on an ongoing basis, solicit each of its members and officers to determine if a conflict of interest may exist, including specific information concerning the terms of any contract or transaction with the Agency and whether the process for approval set forth in Section 3 was used.

Section 3. Approval of Contracts and Transactions Involving Potential Conflicts of Interest. A member or officer shall disclose to the Secretary of the Agency any potential conflict of interest and the nature of any contract or transaction that may constitute a conflict or interest.

The member or officer shall execute a recusal form and engage in no intercourse or discussion with respect to the Agency's action as to the particular transaction, contract or application. The Board shall approve only those contracts or transactions in which the terms are fair and reasonable to the Agency and the arrangements are consistent with the best interests of the Agency. Fairness includes, but is not limited to, the concepts that the Agency should pay no more than fair market value for any goods or services which the Agency receives and that the Agency should receive fair market value consideration for any goods or services that it furnishes others. The Board shall set forth the basis for its decision with respect to approval of contracts or transactions involving conflicts of interest in the minutes of the meeting at which the decision is made, including the basis for determining that the consideration to be paid is fair to the Agency.

Section 4. Validity of Actions. No contract or other transaction between the Agency and one or more of its Members or officers, or between the Agency and any other company, corporation, firm, association or other entity in which one or more of its members or officers are Members or officers of the Agency, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such Member or Members or officer or officers of the Agency are present at the meeting of the Board, or of a committee thereof, which authorizes such contract or transaction, or that his or her, or their votes are counted for such purpose, if the material facts as to such Member's or officer's interest in such contract or transaction and as to any such common

membership, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Member or officers. Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Board or committee, which authorizes such contract or transaction. At the time of the discussion and decision concerning the authorization of such contract or transaction, the interested Member or officer should not be present at the meeting.

Section 5. Employee Conflicts of Interest. An employee of the Agency with a potential conflict of interest in a particular matter shall promptly and fully disclose the potential conflict to his or her supervisor. The employee shall thereafter refrain from participating in deliberations and discussion, as well as any decisions, relating to the matter and follow the direction of the supervisor as to how the Agency decisions, which are the subject of the conflict, will be determined. The Chair shall be responsible for determining the proper way for the Agency to handle Agency decisions, which involve unresolved employee conflicts of interest. In making such determinations, the Chair may consult with legal counsel.

The Chair shall report to the Board at least annually concerning employee conflicts of interest, which have been disclosed, and contracts and transactions involving employee conflicts, which the Chair has approved.

ARTICLE IX - COMPENSATION

Section 1. Reasonable Compensation. It is the policy of the Agency to pay no more than reasonable compensation for personal services rendered to the Agency by officers and employees. The Members of the Agency's Board shall not receive compensation for fulfilling their duties as Members, although Members may be reimbursed for actual out-of-pocket expenses, which they incur in order to fulfill their duties as Members. Expenses of spouses will not be reimbursed by the Agency unless the expenses are necessary to achieve an Agency purpose.

Section 2. Approval of Compensation. The Board must approve in advance the amount of all compensation for officers of the Agency's Board.

Before approving the compensation of an officer, the Board shall determine that the total compensation to be provided by the Agency to the officer is reasonable in amount in light of the position, responsibility and qualification of the officer for the position held, including the result of an evaluation of the officer's prior performance for the Agency, if applicable. In making the determination, the Board shall consider total compensation to include

the salary and the value of all benefits provided by the Agency to the individual in payment for services. At the time of the discussion and decision concerning an officer's compensation, the officer should not be present in the meeting. The Board shall obtain and consider appropriate data concerning comparable compensation paid to similar officers in like circumstances.

The Board shall set forth the basis for its decisions with respect to compensation in the minutes of the meeting at which the decisions are made, including the conclusions of the evaluation and the basis for determining that the individual's compensation was reasonable in light of the evaluation and the comparability data.

ARTICLE X - GENERAL

Section 1. Books and Records. These shall be kept at the office of the Agency: (1) correct and complete books and records of accounts, (2) minutes of the proceedings of the Board and the standing and special Committees of the Agency, (3) a current list of the Members of the Board and the officers of the Agency and their residence addresses, (4) a copy of these By-laws, (5) a copy of the Agency's application for recognition of exemption with the Internal Revenue Service, and (6) copies of the past three (3) years' information returns to the Internal Revenue Service.

Section 2. Loans to Members and Officers. No loans shall be made by the Agency to its Members or Officers, or to any other company, corporation, firm, association or other entity in which one or more of the Members or Officers of the Agency are members, director or officers or hold a substantial financial interest except as allowed by law.

Section 3. Fiscal Year. The fiscal year of the Agency shall commence on January 1 in each calendar year and shall end on December 31 of each calendar year.

Section 4. Training. All Members of the Board appointed after January 15, 2006 shall participate in training approved by the State of New York regarding their legal, fiduciary, financial and ethical responsibilities as Members within one (1) year of appointment to the Board. All other Members of the Board shall participate in such continuing training as may be required to remain informed of best practices, regulatory and statutory changes relating to the effective oversight of the management and financial activities of the Agency and the adhere to the highest standards of responsible governance.

Section 5. Order of Business. At the regular meetings of the Agency, the following shall be the order of business, unless an alternative order shall be approved by the Chair:

1. Roll Call/Confirm Quorum
2. Public Comment
3. New Business:
 - a. Applications:
 - b. Other
4. Reading and approval of the minutes of the previous meeting
5. Old Business:
 - a. Document Processing
 - b. Other
6. Report of Treasurer
7. Reports of Committees
8. Unfinished Business
9. Adjournment

ARTICLE IX - AMENDMENTS

Section 1. Amendments to By-laws. The By-laws of the Agency may be amended or repealed only with the approval of at least a majority of all of the Members of the Board at a regular meeting or special meeting, but no such amendment shall be adopted unless at least seven (7) days written notice thereof has been previously given to all Members of the Board.

Adopted by the Board 06/21/06

Amended by the Board 5/23/07

Re-Adopted by the Board 5/27/09

Amended by Governance Committee 2/24/10

Re-Adopted by Board 3/24/10

Re-Adopted by Board 6/2/11 Resolution Number: 032-2011

Re-Adopted by Board 5/30/12 Resolution Number: 028-2012

Re-Adopted by Board 5/29/13 Resolution Number 028-2013

Re-Adopted by Board July 23, 2014 Resolution Number 034-2014

Re-adopted by Board May 27, 2015 Resolution Number 035-2015

Re-adopted by Board May 18, 2016

Readopted by Board with amendments by Governance September 28, 2016

Amendments adopted by Governance 4/17/19
Re-adopted by Board May 22, 2019
Amendments adopted by Governance: 4/23/20
Re-adopted by Board: 5/28/20
Amendments adopted by Governance: 4/22/21
Re-adopted by Board: 5/20/21
Amendments adopted by Governance: 4/21/22
Re-adopted by Board with amendment: 5/19/22

Resolution Number: 023-2023

Ayes:

Nays:

Chairman: _____

**TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT AGENCY**

Uniform Travel Policy of the IDA

WHEREAS, the Town of Hempstead Industrial Development Agency ("IDA") desires to establish a uniform policy regarding travel undertaken by IDA employees as part of work related matters; and

WHEREAS, it is in the best interest of the IDA to implement such a policy; and

WHEREAS, this policy will regulate travel costs, lodging, meals and conference expenses, as well as other travel related costs.

No changes will be made to the travel policy or rates without the approval of the Town of Hempstead Industrial Development Agency Board.

All reimbursements shall only be for actual, necessary and reasonable expenses solely in the performance of official duties. This policy allows for the appropriation of monies for such travel.

PROOFS REQUIRED UPON AUDIT BY INDEPENDENT AUDITORS/AUDIT COMMITTEE

1. Claims for travel expense reimbursement must detail the distance traveled, between what places, the purpose of travel, and the dates and items of each expenditure. Contemporaneous receipts must be attached.
2. The IDA will not approve for payment any travel expenditure except upon audit of such vouchers or other documents as are necessary to insure that such payment is lawful, proper and consistent with this Policy.
3. The IDA may establish a fixed per diem allowance in lieu of the submission of an itemized travel expense claim.

FRAUDULENT CLAIMS

Offering a false instrument for filing is a Class "E" felony. IDA employees, who knowingly misrepresent the facts concerning travel for official business or who file or sign any travel form which contains false statements given with intent to defraud the IDA, may be subject both to administrative and/or disciplinary action, including termination and criminal action.

If the IDA identifies what it believes to be attempts to fraudulently obtain reimbursement for travel expenses, the IDA will refer such matters to IDA Counsel.

IDA CEO/CFO RESPONSIBILITY

Verify that all charges are actual, reasonable and necessary.

TRAVELER'S RESPONSIBILITY

Obtain necessary approvals for travel, including method of travel.

Obtain all necessary travel documents, voucher, tax-exempt certificate etc.

Maintain an accurate record of expenses, including departure and return times and mileage.

Claim reimbursement only for actual allowed expenses within the reimbursement rates.

Submit required contemporaneous receipt of documentation

Complete and submit vouchers, claim forms and travel reports accurately and timely.

MEALS AND LODGING EXPENSES

Only breakfast, lunch and dinner are reimbursable meals, if the meals are not included in the cost of the Lodging or Seminar registration.

All Lodging will be paid for directly by the IDA in advance of the anticipated travel. Claim forms will be obtained directly from the Lodging Facility. If the trip is cancelled for the traveler's convenience and the total trip amount has been paid, the traveler may be responsible for reimbursing the IDA for the costs incurred. Depending on the circumstances involved, the IDA Board/CEO has the authority to determine whether or not the traveler will be required to reimburse the Agency.

TRANSPORTATION EXPENSES

Travel should be by the most efficient and costs effective method of transportation available. Employees should schedule all travel assignments effectively to minimize expenses whenever possible.

Personal Cars: A personal car may be used for travel on official business. Mileage will be reimbursed in accordance with Federal IRS guidelines for mileage and parking. Tolls will be allowed as well, including reimbursement through the use of EZ Pass.

Rental Cars: In accordance with Section 43 of the State Finance Law, there is a ten-day maximum for the rental of vehicles within the State. There is no maximum limitation for the use of rental vehicles out of state. The rental agreement should be submitted with the voucher. When renting a vehicle for Agency business, the traveler should rent in the name of the Agency and sign the agreement as agent for the Agency. If the vehicle is rented in NYS, loss damage waiver (LDW) is not necessary, as NYS statute requires the vehicle lessee to provide this coverage at no charge, with a deductible of

\$100.00. In the event of an accident, the deductible will be reimbursed. If a vehicle is rented out of state, LDWQ should be purchased and will be reimbursed. No other insurance will be reimbursed. Any gasoline purchases, as well as any other direct costs associated with the vehicle, will be reimbursed upon submission of the required documentation.

EXTENDED TRAVEL

Weekend Allowance: When employees are in travel status on Saturdays, Sundays or holidays, they may be reimbursed for meals, lodging and necessary expenses. Employees may be reimbursed for expenses incurred when returning home on weekend or holidays, but this should be limited to the amount that would have been paid if the employee stayed at the work location.

NON-SALARIED OFFICIALS:

In addition to IDA employees, there are 7 board members who serve without salary. They also are entitled to the reimbursement of actual and reasonable travel, lodging and meal expenses incurred in performing their official duties.

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead Industrial Development Agency authorizes the implementation of this travel policy.

Adopted: May 17, 2006, May 27, 2009, May 19, 2010, June 2, 2011, May 30, 2012, May 29, 2013, May 28, 2014, May 27, 2015, May 18, 2016, September 28, 2017, May 24, 2018, May 22, 2019, May 28, 2020, May 20, 2021, May 19, 2022

Ayes:

Nays:

Resolution Number: 031-2006, 036-2009, 030-2010, 034-2011, 027-2012, 030-2013, 027-2014, 037-2015, 029-2016, 033-2017, 043-2018, 025-2019, 031-2020, 030-2021, 026-2022, 024-2023

Chairman: _____

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY RETAIL FACILITY POLICY

Except for Tourism Destinations¹ (as defined in section 862(2)(a) contained in Title 1 of Article 18-A of the New York General Municipal Law, as amended (the “Act”)), facilities owned or controlled by not-for-profit organizations and for facilities located in Highly Distressed Areas² (as defined in Section 854(18) of the Act), it is generally the policy of the Town of Hempstead Industrial Development Agency (the “Agency”) to not finance or provide financial benefits (including sales and use tax exemptions, mortgage recording tax exemptions or real property tax abatements) for Facilities which provide Retail Sales (as defined in Section 862(2)(a) of the Act and as such definition is further expanded by this Policy of the Agency (“Retail Facilities”), where such Facilities providing Retail Sales to persons who personally visit such Facility to purchase goods or receive services as the primary purpose of the Facility or exceed the restrictions on Retail Facilities set forth in Section 862(2) of the Act.

Retail Sales shall mean “(i) sales by a registered vendor under article twenty-eight of the tax law primarily engaged in the retail sale of tangible personal property, as defined in subparagraph (i) of paragraph four of subdivision (b) of section eleven hundred one of the tax law; or (ii) sales of a service to such customers.” For purposes of the Agency’s Retail Facility Policy, Retail Facilities shall include retail stores, shops, restaurants, cafes, coffee shops, luncheonettes, optometry offices, doctors’ offices, dentists’ offices, registered physical therapists, occupational or mental health therapists or other health care providers, retail banking facilities, savings and loan associations or other retail lenders, retail tax preparers and other such Retail Facilities and shall include 100% of the space leased directly to such retail providers and the proportionate share of all common space of the Facility available to or to be used by the provider of Retail Sales, including hallways, restrooms, stairways, elevators, waiting rooms, reception areas, etc. For Facilities leased to accountants, lawyers, investment advisors, or other professionals where clients occasionally visit to receive services but such visits are ancillary to the primary use of the leased space, the retail space shall be considered only those portions of the leased space actually visited by such clients such as conference rooms and reception areas.

In order to ensure that any such Retail Facilities do not violate the Retail Facility restrictions in Section 862(2) of the Act and because it is not the policy of the Agency to generally provide benefits for Retail Facilities, no more than fifteen percent (15%) of the square footage of the Facility (including proportionate common areas) and no more than twenty-five (25%) of the total project costs will be used for such retail purposes.

The Agency’s Retail Facility Policy shall be incorporated in all Agency Leases, Agreements, Installment Sale Agreements, Tenant Agency Compliance Agreements and each Lessee and Sublessee shall certify as to compliance with respect to the Agency’s Retail Facility Policy.

-
- ¹ “Tourism destination” shall mean a location or facility, which is likely to attract a significant number of visitors from outside the economic development region as established by section two hundred thirty of the economic development law, in which the project is located.
- ² “Highly distressed area” – shall mean (a) a census tract or tracts or block numbering areas or areas or such census tract or block numbering area contiguous thereto which, according to the most recent census data available, has:
- (i) a poverty rate of at least twenty percent for the year to which the data relates or at least twenty percent of households receiving public assistance; and
 - (ii) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates; or
- (b) a city, town, village or county within a city with a population of one million or more for which: (i) the ratio of the full value property wealth, as determined by the comptroller for the year nineteen hundred ninety, per resident to the statewide average full value property wealth per resident; and (ii) the ratio of the income per resident; as shown in the nineteen hundred ninety census to the statewide average income per resident; are each fifty-five percent or less of the statewide average; or
- (c) an area which was designated an economic development zone pursuant to article eighteen-B of this chapter.

Adopted:

Ayes:

Nays:

Resolution Number: 025-2023

Chairman: _____

RECAPTURE AND TERMINATION POLICY TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Sections 874(10) and (11) of Title 1 of Article 18-A of the New York State General Municipal Law (the “**Act**”), the Town of Hempstead Industrial Development Agency (the “**Agency**”) is required to adopt policies (i) for the discontinuance or suspension of any financial assistance provided by the Agency to a project or the modification of any payment in lieu of tax agreement and (ii) for the return of all or part of the financial assistance provided by the Agency to a project. This Recapture and Termination Policy was adopted pursuant to a resolution enacted by the members of the Agency on July 27, 2016.

I. Termination or Suspension of Financial Assistance

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to terminate or suspend the Financial Assistance (defined below) provided to a project upon the occurrence of an Event of Default, as such term is defined and described in the Lease Agreement entered into by the Agency and a project applicant (the “**Applicant**”) or any other document entered into by such parties in connection with a project (the “**Project Documents**”). Such Events of Default may include, but shall not be limited to, the following:

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

The decision of whether to terminate or suspend Financial Assistance and the timing of such termination or suspension of Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and shall be subject to the notice and cure periods provided for in the Project Documents.

For the purposes of this policy, the term “**Financial Assistance**” shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency’s participation in the transaction contemplated by the Project Agreements including, but not limited to:

- (i) any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency on the Facility at the request of the Applicant;

- (ii) sales tax exemption savings realized by or for the benefit of the Applicant, including and savings realized by any agent of the Applicant pursuant to the Project Agreements in connection with the Facility; and
- (iii) real property tax abatements granted under the Project Agreements.

II. Recapture of Financial Assistance

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to recapture all or part of the Financial Assistance provided to a project upon the occurrence of a Recapture Event, as such term is defined and described in the Project Documents. Such Recapture Events may include, but shall not be limited to the following:

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

The timing of the recapture of the Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and is subject to the notice and cure periods provided for in the Project Documents. The percentage of such Financial Assistance to be recaptured shall be determined by the provisions of the Project Documents.

All recaptured amounts of Financial Assistance shall be redistributed to the appropriate affected taxing jurisdiction, unless agreed to otherwise by any local taxing jurisdiction.

For the avoidance of doubt, the Agency may determine to terminate, suspend and/or recapture Financial Assistance in its sole discretion. Such actions may be exercised simultaneously or separately and are not mutually exclusive of one another.

III. Modification of Payment In Lieu of Tax Agreement

In the case of any Event of Default or Recapture Event, in lieu of terminating, suspending or recapturing the Financial Assistance, the Agency may, in its sole discretion, adjust the payments in lieu of taxes due under the Project Agreements, so that the payments in lieu of taxes payable under the Project Agreements are adjusted upward retroactively and/or prospectively for each tax year until such time as the Applicant has complied with the provisions of the Project Agreements. The amount of such adjustments shall be determined by the provisions of the Project Documents.

Adopted:

Ayes:

Nays:

Resolution Number: 026-2023

Chairman: _____

Whistleblower Policy Code of Conduct

Town of Hempstead Industrial Development Agency

It is the policy of this Agency to afford certain protections to individuals who, in good faith, report violations or other instances of potential wrongdoing. The Whistleblower/Code of Conduct Policy set forth below is intended to encourage and enable employees to raise concerns in good faith and without fear of retaliation or adverse employment action.

Reporting:

All Agency Employees who discover or have knowledge of potential wrongdoing concerning board members, officers, employees or a person having business dealings or concerning the Agency itself, shall report such activity in accordance with the following procedures:

- a) The employee shall disclose any information concerning wrongdoing either orally or in a written report to his or her supervisor, the Chief Executive Officer, or to the Agency's General Counsel.
- b) All employees who discover or have knowledge of wrongdoing shall report such wrongdoing in a prompt and timely manner.
- c) The identity of the whistleblower and the substance of his or her allegations will be kept confidential to the best extent possible.
- d) The individual to whom the potential wrongdoing is reported shall investigate and handle the claim in a timely and reasonable manner, which may include referring such information to an appropriate law enforcement agency where applicable.
- e) Should an Agency employee believe in good faith that disclosing information pursuant to Section 1 (a) above would likely subject him or her to adverse personnel action or to be ineffective, the employee may instead disclose the information to the General Counsel, the appropriate law enforcement agency or the Authority Budget Office (1-800-560-1770).

No Retaliation or Interference:

No employee shall retaliate against any whistleblower for the disclosure of potential wrongdoing, whether through threat, coercion, or abuse of authority; and no employee shall interfere with the right of any other employee by any improper means aimed at deterring disclosure of potential wrongdoing. Any attempts at retaliation or interference are strictly prohibited and:

- a) No employee who in good faith discloses potential violations or other instances of potential wrongdoing shall suffer harassment, retaliation or adverse personnel action.
- b) All allegations of retaliation against a Whistleblower or interference with an individual seeking to disclose potential wrongdoing will be thoroughly investigated.

- c) Any employee who retaliates against or attempts to interfere with any individual for having in good faith disclosed potential violations or other instances of potential wrongdoing is subject to discipline, which may include termination of employment.
- d) Any allegation of retaliation or interference will be taken and treated seriously and irrespective of the outcome of the initial complaint, will be treated as a separate matter.

Other Legal Rights Not Impaired:

The Whistleblower/Code of Conduct Policy set forth herein is not intended to limit, diminish or impair any other rights or remedies that any individual may have under the law with respect to disclosing potential wrongdoing free from retaliation or adverse personnel action.

- a) Specifically, these Whistleblower/Code of Conduct procedures are not intended to limit any right or remedies that an individual may have under the laws of the State of New York.
- b) With respect to any rights or remedies that an individual may have pursuant to the New York State Labor Law, any employee who wishes to preserve such rights shall, prior to disclosing information to a government body, have made a good faith effort to provide the appointing authority or his or her designee the information to be disclosed and shall provide the appointing authority or designee reasonable time to take appropriate action unless there is imminent and serious danger to public health or safety.

Adopted: May 23, 2023

(ayes)

(nays)

Resolution # 021-2023

Chairman: _____

RESOLUTION
TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT AGENCY

POLICIES FOR AGENCY PERSONNEL
TIME AND LEAVE

BE IT RESOLVED THAT, the standard agency workday shall consist of seven hours and forty-five minutes, plus fifteen minute break per day (eight hours in total), consisting of forty hours per week including a one hour "meal period" generally to be taken between 12:00 noon and 2:00 p.m.; and,

BE IT FURTHER RESOLVED THAT, agency employees shall perform their functions at the Agency's Office or at such other location as may be reasonable and necessary in the furtherance of the agency's business; and,

BE IT FURTHER RESOLVED THAT, in the event that an employee is absent from the agency's office other than during his or her meal period and is not attending an official meeting of the agency, the closing of an IDA project or at such location as may be reasonable and necessary in the furtherance of the agency's business, the time involved shall be charged first to the employee's personal leave account, if time is available, and then to the employee's Vacation Leave Account; and

BE IT FURTHER RESOLVED THAT, any resolution purporting to govern time accountability of agency personnel and which is inconsistent with the foregoing is hereby rescinded; and

BE IT FURTHER RESOLVED THAT, as used in this resolution, the following terms have the meanings indicated;

The Agency's office is at 350 Front Street, Hempstead, New York.

A closing is an event normally held at a law office or at the office of the lending institution, at which money and documents are exchanged and an IDA project comes into being.

An Employee's Personal leave Account is the amount of personal leave time, which the employee has earned under the terms of his or her employment, but not yet used.

An Employee's Vacation Leave Account is the amount of vacation leave time, which the employee has earned under the terms of his or her employment, but not yet used.

Adopted: May 23, 2023

(ayes)

(nays)

Resolution Number: 022 - 2023

Chairman _____

CEO's REPORT

May 23, 2023

**Indicates new proposal not included in prior reports*

ACTIVE PROJECTS:

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

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

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

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

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

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

111 Hempstead Turnpike LLC (Heatherwood) - The proposed project located at 111 Hempstead Turnpike in West Hempstead seeks to demolish an existing 300,000 square foot abandoned building and construct a 488,819 square foot structure on the 9.43-acre site located at 111 Hempstead Turnpike. The proposal will include 5,143 square feet of retail space and the construction of 428 apartment units in two three story buildings and one four story structure. There will be (7) full-time employees. The company has met with all the civic groups in the area and local officials. Heatherwood has obtained a change of zone from the town board. Total project costs are approximately \$180 million. Contacts: Dan Deegan, Esq. & Chris Capece. Public Hearings were held on September 28, 2021, and May 10, 2023 due to the extended period of time between the two. A closing date of May 30th has been set.

PGD Baldwin Commons, LLC - Park Grove Realty working with the CDC of Long Island and (Community Development Corporation of Long Island) seeks to construct thirty-three (33) units of work force housing on the specially zoned site at the northwest corner of Grand Avenue & Merrick Road in Baldwin. The \$3 million project would have twenty-seven (27) one-unit dwellings and six (6) two-bedroom units. The project would add one full-time employee. This project was induced at the IDA October 2022 Board Meeting with 20-year PILOT Agreement with a 10-year optional extension if in compliance, Sales Tax Exemption, and MRT Exemption. Approval by NYS HCR has delayed the project, but recent discussions between the developer and the HCR are positive. The project was re-induced at our February 2022 meeting and authorized at the April 2023 meeting. We are awaiting a closing date. This project is located within the Baldwin mixed use overlay. Contact: Gwen O'Shea, CEO, CDA of LI (631) 471-1215 x 175.

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

Inwood Property Development: The applicant seeks to build a forty-unit, 52,582 square foot building of 20 one bedroom, 15 two bedroom and 12 three bedroom and one studio. The \$22 million dollar project will include 25% affordable units. This project was induced on January 31, 2022, with benefits that included Sales Tax Exemption, Mortgage Recording Tax Exemption and a 20-year PILOT. A Public Hearing was held on February 15, 2022. An authorizing Resolution was held on February 24, 2022. The company is currently trying to obtain financing.

Sunrise of Oceanside NY Propco, LLC - The developers seek to transform the vacant property of 374 Atlantic Avenue, Oceanside into an 84 unit assisted living facility. The site will be 77,433 square feet of living space with 34 one-bedroom units and 50 two-bedroom units. There will be 52 on-site parking spaces. The project will include assisted living, memory care, and hospice care as well. Amenities include a spa, beauty salon, exercise room, entertainment area with bistro and dining room. Total costs are approximately \$48.395 million. Fifty-five full time jobs are expected to be added by the beginning of year. The developer seeks a fifteen (15) year PILOT, sales tax exemption and mortgage recording tax exemption. The Public Hearing has been held on September 28, 2022. The project has been approved by the BZA and an authorizing resolution was adopted 10/25/22. Contact: Andrew Coello & Elizabetta Coschignano.

Rock 50, LLC - The applicant seeks to convert the former Rockville Center Roman Catholic Diocese office at the subject site of 50 North Park Avenue, Rockville Centre to a class A commercial Office Building. The 60,000 square foot building will be upgraded with the existing exterior extensively renovated. Total costs are approximately \$19.1 million. Two hundred twenty-three (223) new full-time positions are expected to be added by the second year. The applicant seeks a twenty-year PILOT, Sales tax exemption and mortgage recording tax exemption. This property was induced at the January 22, 2022,

Board Meeting, A subsequent hearing was held on February 22, 2022. An authorizing resolution was adopted on 11/16/2022. Issues remain with respect to subsequent transfers and the listing of plots.

Baldwin Jaz, LLC - The proposed project seeks to redevelop the properties located at 2253 Grand Avenue & 2292 Harrison Avenue in Baldwin. The property was previously used as a car lot and will be developed into a multiple family transit-oriented site. The project would include 215 residential units (47 studios, 132 one-bedrooms and 36 two-bedroom units) on a 74,488 square foot site. Project will include a ground floor restaurant and retail space (5000 square feet) with 251 on-site parking spaces. Project costs are estimated to be \$106.1 million with 8.5 full-time job equivalents added. The developer seeks a 30-year PILOT, sales tax exemption and mortgage recording tax waiver. This project was induced 9/20/22. The project was re-induced in April 2023 with minor changes to project. We are awaiting any final approvals necessary for electrical pole easement and Density variance. The project was given a 30-year PILOT, Mortgage recording Tax Exemption and Sales Tax Exemption. Contacts: Elizabetta Coschignano & Kenneth Breslin.

CenterPoint Inwood, LLC - The developer seeks to erect a high-ceiling warehouse and office space in this now vacant parcel of approximately 138,245 square feet. There will be integrated rooftop surface parking, thirty-one drive-up loading docks and two drive-ins. The property is located on Rason Road; Inwood consists of 87 acres. Additional surface parking, storm water and landscaping improvements will be included. The project will cost \$84 million with a minimum of twenty-five full-time jobs added by the second year and seventy-five construction positions. The project was induced in March 2023 and authorized in April 2023. They were granted a 15-year PILOT and Sales Tax Exemption. We are awaiting a closing date. No tenant has been selected. Contact: Ronel Borner, Dan Deegan, Esq.

***The Gardens at Buffalo, LLC** - The developer seeks to demolish an existing warehouse (11,451 Square feet) and part of a three-story building as well as utilizing 80,044 square feet of space. The resulting structure will be approximately 165,936 square feet which will be five stories. The project should include 200 units of apartments. The project cost is \$49.3 million. The applicant seeks a 25-year PILOT, sales tax exemption, and mortgage recording tax waiver. Contact: Jack Martins, Esq.

INACTIVE PROJECTS:

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

[Subscribe](#)

[Past Issues](#)

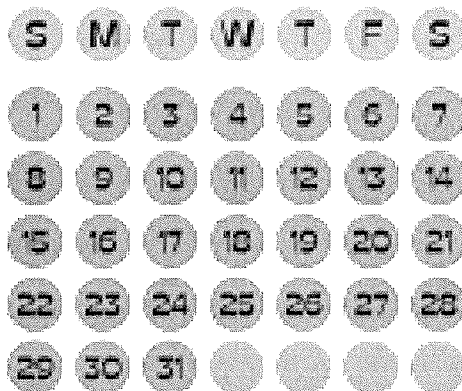
[Translate](#) ▼

LIBDC 53rd Conference, Montauk SAVE THE DATE

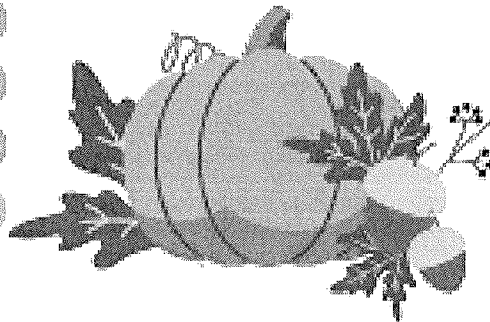
[View this email in your browser](#)



Long Island **Business Development Council**



2023
OCTOBER



~~ SAVE THE DATE ~~

Check your calendars

***and make plans to join us in Montauk
with the leaders
guiding Long Island's future.***

OCTOBER 4 - 6, 2023

[Subscribe](#)

[Past Issues](#)

[Translate ▼](#)

**Long Island Business Development Council
53rd Economic Development Conference
October 4 - 6, 2023**



CONFERENCE AGENDA

***Panel participants and moderators will be
announced upon confirmation***

Wednesday, October 4

Registration begins 1 p.m.

Cocktail Reception 6 - 7 p.m.

Dinner and Award Presentations 7 - 9 p.m.

Welcome and opening remarks

Networking on the water 9 - 10:30 p.m.

=====

Thursday, October 5

Breakfast 8 - 9 a.m.

Conference Opening and Welcome Address

Panel 1 ~ 9:15 - 10:15 a.m.

*Getting Long Island Set For the Future:
The Support System*

Subscribe

Past Issues

Translate ▼

Panel 2 ~ 10:30 - 11:30 a.m.

*Getting Long Island Set For the Future:
The Support System*

Panel participants to be announced

Annual Golf Classic/Bocce Tournament/Leisure Time

11:30 a.m. - 5:30 p.m.

Cocktail Reception 6:30 - 7:30 p.m.

Dinner and Awards Presentation 7:30 - 9:30 p.m.

Networking on the water 9:30 - 10:30 p.m.

=====

Friday, October 6

Breakfast 8:30 - 9:30 a.m.

Panel 3 ~ 9:45 - 11:30 a.m.

Guest Speaker

***Moderator: Mitch Pally, Co-chair,
Long Island Business Development Council***

Closing Remarks

=====



**INDUSTRIAL DEVELOPMENT
AGENCY**

Board Members
Florestano Girardi
Eric C. Mallette
James Marsh
Jack Majkut
Robert Bedford
Cherice Vanderhall
Thomas Grech

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**

April 18, 2023, 9:00 a.m.

Town Hall Pavilion, One Washington Street, Hempstead

Agenda: Village Business: Village of Freeport: Emergency Ambulance Services (Discussion only), **Village of Hempstead:** No New Business, **New Business:** Consideration of an Authorizing Resolution for PGD Baldwin Commons, 785 Merrick Road, Baldwin, Consideration of an Authorizing Resolution for CenterPoint Inwood, LLC, 65 Rason Road, Inwood, Presentation and Consideration of an Inducement Resolution for Baldwin Jaz LLC, Grand Avenue and Sunrise Highway, Baldwin, Consideration of a Tenant Consent for Uniqlo for Valley Stream Green Acres, 2034 Green Acres Mall, Valley Stream, CEO Report, Synopsis of Annual Review 2022/Employment Shortfalls, Consideration and Adoption of the Minutes of March 21, 2023, , **Report of the Treasurer:** Financial Statements and Expenditure List, March 15, 2023 – April 11, 2023, Committee Updates, Executive Session, Adjournment

Those in attendance:

Florestano Girardi, Chairman
Thomas Grech, Vice Chairman
Eric C. Mallette, Treasurer
Jack Majkut, Secretary
Robert Bedford, Board Member
Jerry Kornbluth, Board Member
Jill Mollitor, Board Member

Also in attendance:

Frederick E. Parola, CEO
Edie Longo, CFO
Arlyn Eames, Deputy Financial Officer
Michael Lodato, Deputy Executive Director
Lorraine Rhoads, Agency Administrator
Laura Tomeo, Deputy Agency Administrator
Paul O'Brien, Phillips Lytle LLP
Barry Carrigan, Nixon Peabody
John E. Ryan, Agency Counsel
Alan Wax, Todd Shapiro Associates, Inc. (electronically)

The meeting was called to order at 9:08 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:

Emergency Ambulance Services (Discussion only) Hon. Robert T. Kennedy, the Mayor of the Village of Freeport addressed the board on the Emergency Ambulance Service catastrophic fire that took place on Saturday April 1, 2023. At this time the company plans on rebuilding the facility and will keep us advised.

Village of Hempstead: No new business

New Business:

Consideration of an Authorizing Resolution for PGD Baldwin Commons, 785 Merrick Road, Baldwin: Dan Deegan the Attorney representing PGD Baldwin Commons, 785 Merrick Road, Baldwin made a presentation to the board. The applicant intends to demolish a current automobile storage lot and construct a new 32,759 square foot building on approximately .5 acres. This new complex will contain 33 units of workforce housing. The building will be comprised of 4 stories including 27 one bedrooms and 6 leasing offices, and a community room fitness room. All the units will be targeted to households earning up to 60% of the median area income. 10% of the units will be designed as fully handicap accessible and 4% will be designed for the hearing and visually impaired. The PILOT payments will be based on shelter rents. Tom Grech made a motion to adopt an authorizing resolution for PGD Baldwin Commons. This motion was seconded by Flo Girardi. All were in favor. Motion carried.

Consideration of an Authorizing Resolution for CenterPoint Inwood, LLC, 65 Ranson Road, Inwood: Dan Deegan the Attorney representing CenterPoint Inwood, LLC, 65 Ranson Road, Inwood. addressed the board. The applicant intends to develop a vacant 8.7-acre parcel with an approximate 138,245 square foot two-story structure, which will include a high-ceiling warehouse and office space, with integrated rooftop surface parking, 31 drive-up loading docks, and 2 drive-ins. Additional surface parking storm water drainage and landscaping improvements are also proposed. There will also be 15,000 square feet of wet land buffer upgrades. No tenant has been determined. Tom Grech made a motion to adopt an Authorizing Resolution for CenterPoint Inwood, LLC. Inclusive of a 15-year PILOT and Sales Tax Exemption. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

Presentation and Consideration of an Inducement Resolution Baldwin Jazz LLC, Grand Avenue and Sunrise Highway, Baldwin: Elisabetta Coschignano the attorney for the applicant addressed the board. The applicant intends to demolish a used car lot and develop the site into a multi-family, transit-oriented development. The project will be comprised of 5 stories and 215 residential units, consisting of a mix of approximately 47 studios, 132 one-bedrooms and 36 two-bedroom units on 1.8 acres. There will be 5,000 square feet of ground floor restaurant and retail space, together with a public/private amenity space linking Grand Avenue with Sunrise Highway and contiguous with the proposed restaurant retail spaces. 251 on-site parking spaces will be provided. 10% of the units will be set aside as workforce housing. The building size will be approximately 59,341 square feet and project number will also include Community Space usable between the hours of 9 a.m. and 6 p.m. by the public, with an entrance on Harrison Avenue. Eric Mallette made a motion to adopt an Inducement Resolution for Baldwin Jazz LLC, Grand Ave and Sunrise Highway, Baldwin. This motion was seconded by Flo Girardi. All were in favor. Motion carried.

Consideration of a Tenant Consent for Valley Stream Green Acres, 2034 Green Acres Mall Road, Valley Stream – Uniqlo, Valley Stream Green Acres: Flo Girardi made a motion to approve a Tenant Consent for Valley Stream Green Acres, 2034 Green Acres Mall Road, Valley Stream – Uniqlo USA. The tenant will occupy approximately 13,995 square feet of space and will create approximately (20) jobs. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

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

Compliance Review 2022/Employment Shortfalls: - Arlyn addressed the Board on the outcome of the 2022 Compliance Review Employment shortfalls. No vote needed.

Synopsis of Annual Compliance Review 2022: Arlyn addressed the board about the IDA 2022 Synopsis Report – 73 projects were reviewed. No board action was taken.

LIBDC: Fred discussed hosting a possible luncheon/breakfast in conjunction with the LIBDC would like to sponsor that may take place in the Fall or the beginning of 2024 – no vote needed at this time.

Old Business:

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

Minutes of the March 21, 2023, Board Meeting: Eric Malette made a motion to adopt the minutes of March 21, 2023. This motion was seconded by Flo Girardi. All were in favor. Motion carried.

Report of the Treasurer: The Board was furnished with copies of the Financial Statements and Expenditure list for March 15, 2023 – April 11, 2023.

Committee Updates: There were no updates.

Executive Session: Flo Girardi made a motion to go into executive session at 9:52 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 10:09 a.m. This motion was seconded by Eric Mallette. All were in favor. Motion carried. No action was taken.

Adjournment: With all business concluded. Flo Girardi made a motion to adjourn the meeting at 10:09 a.m. This motion was seconded by Bob Bedford. All were in favor. Motion carried.

Jack Majkut, Secretary
May 21, 2023

9:59 AM
05/16/23
Accrual Basis

Town of Hempstead I. D. A.
Balance Sheet
As of May 16, 2023

	May 16, 23
ASSETS	
Current Assets	
Checking/Savings	
200-22 · Checking (FNBLI)187009667	165,000.00
200-21 · Oper Invest MM(FNBLI) 186702577	235,132.63
200-20 · Severance (FNBLI) 186702585	238,089.88
200-19 · HlthRetirement (FNBLI)186702593	990,573.43
200 · Cash	
200-02 · Petty Cash	63.71
200-13 · Bank of America - 9419794381-Ck	35,599.00
200-14 · BankofAmerica MMS - 9419794402	3,424,445.32
Total 200 · Cash	3,460,108.03
Total Checking/Savings	5,088,903.97
Other Current Assets	
490-00 · Interest due from PILOT account	-124,801.49
380-01 · Accounts Recievable	8,933.96
Total Other Current Assets	-115,867.53
Total Current Assets	4,973,036.44
Fixed Assets	
400-00 · Furniture & Fixtures	
400-02 · Accumulated Depreciation	-26,702.70
400-01 · Furniture and Fixtures	26,702.70
Total 400-00 · Furniture & Fixtures	0.00
450-00 · Leasehold improvement	
450-02 · Accumulated Amort.	-90,950.40
450-03 · 2009 Leasehold improvements	84,273.98
450-01 · Leasehold Improvements	14,140.00
Total 450-00 · Leasehold improvement	7,463.58
400-100 · Machinery & equip.	
400-102 · A/D - Equipment	-15,878.00
400-101 · Equipment	15,878.00
Total 400-100 · Machinery & equip.	0.00
400-051 · Computer equip.	
400-04 · Accumulated Dep. - Computer	-3,929.02
400-05 · Computer Equipment	3,929.02
Total 400-051 · Computer equip.	0.00
Total Fixed Assets	7,463.58
Other Assets	
Deferred outflows of resources	
700-6 · Change in assumptions OPEB	242,567.00
700-5 · Diff expected & actual OPEB	255,424.00
700-4 · Change in assumptions	258,066.00
700-3 · Diff - expect/actual exp GASB68	7,735.00
700-1 · Changes in Agency cont GASB68	-52,127.00
Total Deferred outflows of resources	711,665.00
Total Other Assets	711,665.00
TOTAL ASSETS	5,692,165.02
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
550-00 · Accrued Expenses	-11,521.22
602-00 · Payroll Liabilities	
602-11 · AFLAC WITHHOLDING	230.58

9:59 AM
05/16/23
Accrual Basis

Town of Hempstead I. D. A.
Balance Sheet
As of May 16, 2023

	May 16, 23
602-09 · NY Unemployment	-1,361.55
602-01 · Retirement W/H	101.89
602-04 · FICA Tax W/H Social Sec.	-0.01
602-05 · FICA Tax W/H Medicare	0.01
602-06 · Retirement Loan	604.00
602-07 · Disability W/H	64.80
Total 602-00 · Payroll Liabilities	-360.28
Total Other Current Liabilities	-11,881.50
Total Current Liabilities	-11,881.50
Long Term Liabilities	
Deferred inflows of resources	
500-5 · Changes in assumption OPEB	32,975.00
500-4 · Change in assumptions	2,876.00
500-2 · Change in pro - employer & prop	23,857.00
500-1 · Difference between expect/act	334,468.00
Total Deferred inflows of resources	394,176.00
605 · Net pension liability - pro. sh	-102,539.00
603-00 · Postretirement health benefits	1,450,586.00
602 · -10 Compensated absences	103,824.24
Total Long Term Liabilities	1,846,047.24
Total Liabilities	1,834,165.74
Equity	
3000 · Opening Bal Equity	498,858.39
909-00 · Fund Balance	2,958,213.15
Net Income	400,927.74
Total Equity	3,857,999.28
TOTAL LIABILITIES & EQUITY	5,692,165.02

9:52 AM

05/16/23

Accrual Basis

Town of Hempstead I. D. A.
Account QuickReport
As of May 16, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance
200 - Cash							41,919.12
200-13 - Bank of America - 9419794381-Ck							41,919.12
Check	04/12/2023	31250	AFLAC	NQR44- Invoic...	602-11 - AFLA...	-345.87	41,573.25
Check	04/12/2023	31251	TOH Dept of General...	RENT April 20...	522-12 - Rent E...	-2,500.00	39,073.25
Check	04/17/2023	31252	Fevola Reporting & T...	Invoice # 5904...	522-22 - Public ...	-367.50	38,705.75
Check	04/17/2023	31253	Fevola Reporting & T...	Invoice # 5905...	522-22 - Public ...	-367.50	38,338.25
Check	04/19/2023	31254	The New York Times	Subscription A...	522-05 - Dues ...	-70.80	38,267.45
Check	04/21/2023	52256	PAROLA, FREDERI...	522-52 Pay Pe...	-SPLIT-	-1,734.34	36,533.11
Check	04/21/2023	52257	LONGO, EDITH M.	522-52 Pay Pe...	-SPLIT-	-565.67	35,967.44
Check	04/21/2023	52259	Arlyn C. Eames	522-52 Pay Pe...	-SPLIT-	-3,132.84	32,834.60
Check	04/21/2023	52260	Lodato, Michael	522-52 Pay Pe...	-SPLIT-	-2,873.44	29,961.16
Check	04/21/2023	52261	Laura N. Tomeo	522-52 Pay Pe...	-SPLIT-	-2,343.32	27,617.84
General Journal	04/21/2023	S&Co ...	Bank of America	522-52 Pay Pe...	602-04 - FICA ...	-5,463.68	22,154.16
Check	04/22/2023	52258	RHOADS, LORRAINE	522-52 Pay Pe...	-SPLIT-	-1,163.60	20,990.56
Check	04/25/2023	electro...	N.Y.S & LOCAL EMP...	Code 51313 - ...	-SPLIT-	-505.78	20,484.78
Check	04/26/2023	31255	Optimum	07858-547683...	522-07 - Office ...	-361.84	20,122.94
Check	04/26/2023	31256	READY REFRESH b...	Acct# 042347...	522-07 - Office ...	-172.89	19,950.05
Transfer	04/28/2023			Funds Transfe...	200-14 - Bankof...	50,000.00	69,950.05
Check	05/03/2023	31257	Newsday Media Group	Acct. 088764...	-SPLIT-	-560.00	69,390.05
Check	05/03/2023	31258	TOH Department of ...	Health Ins. - I...	522-70 - Health...	-9,799.61	59,590.44
Check	05/05/2023	52262	PAROLA, FREDERI...	522-52 Pay Pe...	-SPLIT-	-1,737.40	57,853.04
Check	05/05/2023	52263	LONGO, EDITH M.	522-52 Pay Pe...	-SPLIT-	-506.28	57,346.76
Check	05/05/2023	52264	RHOADS, LORRAINE	522-52 Pay Pe...	-SPLIT-	-1,134.55	56,212.21
Check	05/05/2023	52266	Lodato, Michael	522-52 Pay Pe...	-SPLIT-	-2,873.43	53,338.78
Check	05/05/2023	52265	Arlyn C. Eames	522-52 Pay Pe...	-SPLIT-	-3,132.83	50,205.95
Check	05/05/2023	52267	Laura N. Tomeo	522-52 Pay Pe...	-SPLIT-	-2,343.31	47,862.64
General Journal	05/05/2023	S&Co ...	Bank of America	522-52 Pay Pe...	602-04 - FICA ...	-5,427.85	42,434.79
Check	05/05/2023	31259	Town of Hemsptead -...	Postage April ...	522-19 - Postag...	-226.62	42,208.17
Check	05/10/2023	electro...	PAYCHEX	Payroll Servic...	2100-01 - PAY...	-335.33	41,872.84
Check	05/11/2023	31260	STAPLES CREDIT P...	Acct.6035517...	522-07 - Office ...	-155.54	41,717.30
Check	05/11/2023	31261	Newsday Media Group	Acct. 088764...	522-22 - Public ...	-680.00	41,037.30
Check	05/15/2023	31262	TOH Dept of General...	RENT May 2023	522-12 - Rent E...	-2,500.00	38,537.30
Check	05/15/2023	31263	Todd Shapiro	Consultant - M...	522-01 - Profes...	-2,500.00	36,037.30
Check	05/15/2023	31264	Fevola Reporting & T...	Invoice # 5962...	522-22 - Public ...	-367.50	35,669.80
Check	05/16/2023	31265	The New York Times	Subscription A...	522-05 - Dues ...	-70.80	35,599.00
Total 200-13 - Bank of America - 9419794381-Ck						-6,320.12	35,599.00
Total 200 - Cash						-6,320.12	35,599.00
TOTAL						-6,320.12	35,599.00