

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

**Old Courthouse, 350 Front Street, 2<sup>nd</sup> Floor**

**AGENDA**

**Tuesday, March 19, 2024, 9:00 AM**

- A livestream of the meeting may also be viewed at [www.tohida.org](http://www.tohida.org) . Select "Watch Meetings"

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The Agenda will include but not be limited to:

**AGENDA:**

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

**VILLAGE BUSINESS:**

**Village of Freeport:** None

**Village of Hempstead:** None

**NEW BUSINESS - Applications, Transaction Resolutions and Presentations:**

- Consideration of an Inducement Resolution for The Hillcrest of Floral Park LLC, 41-61 Covert Avenue, Floral Park

**NEW BUSINESS - Other:**

- CEO's Report
- Compliance Review 2023
- Appointment of Compliance/Contracting Officer
- Consideration and Adoption of the 2023 Annual Financial Report
- Consideration and Adoption of the 2023 Audited Financial Statements
- Consideration and Adoption of the Mission Statement 2024 and Measurement Report 2023
- Consideration and Adoption of the Property Disposition Policy
- Consideration and Adoption of the Operations and Accomplishments 2023
- Consideration and Adoption of the Procurement and Purchasing Guidelines
- Consideration and Adoption of the Board Self Evaluation Policy and Procedures
- Consideration and Adoption of the Code of Ethics
- Consideration and Adoption of the Investment Policy and Guidelines
- Consideration and Adoption of Assessment of Effectiveness of Internal Controls
- Consideration of a Resolution for the hosting of an Informational Breakfast Meeting on April 17, 2024

**OLD BUSINESS:**

- Summary of Board Member Self-Evaluations (tabled from February)
- Discussion: Trust Account for Post-Retirement Health Insurance Benefits (tabled from February)

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

- Consideration and Adoption of the Minutes of February 27, 2024

**REPORT OF THE TREASURER:**

- Financial Statements and Expenditure List: February 21, 2024 – March 12, 2024

**COMMITTEE UPDATES :**

**EXECUTIVE SESSION:**

**ADJOURNMENT**

Chairman Approval: 3/6/24

*PROJECT ABSTRACT*  
*TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY*

The Hillcrest of Floral Park, LLC  
**Project:** 2802-23-10A

Application Date: 8/23/23

Contact: Constantine Hatzidakis

Applicant Name and Address: PO Box 20786  
Floral Park, NY 11002

**Project Address:** 41-61 Covert Avenue  
Floral Park, NY 11001

Project:

The applicant seeks to construct an approximately 35,808 square foot residential building on 17,400 square feet of land located at 41-61 Covert Avenue, Floral Park. The unit mix will be a total of 12 units, containing 10 – one bedroom units and 2- two bedroom units. There will also be a ground floor of 6,679 rentable commercial space. This is considered transit oriented as it is roughly half a mile from the Floral Park LIRR station.

This project is within the Village of Floral Park. The school districts are Elmont and Floral Park – Bellerose.

Project Costs:

Land and/or building acquisition	\$ 3,400,000
Building(s) demolition/construction	\$8,000,000
Legal Fees	\$50,000
Architectural/Engineering Fees	\$75,000
Financial Charges	\$75,000
Total	\$11,600,000

Employment:

	Full	Part
Present	0	0
1 <sup>st</sup> Year	4	0
2 <sup>nd</sup> Year	4	0

LMA : 100%

Creation: of 4 FTE

Average Salary of Hourly Wage Earners : \$40,000

Approx. 15 Construction Jobs

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

Benefit Analysis:

Sales Tax Exemption Renovation, Furnishing and Fixture:

\$5,200,000 x 8.625% = \$448,500.00

Mortgage \$6,000,000 x .75% = \$45,000

Current Tax Information

Section; 32, Block: 270, Lots: 160,161,162,163,164,165,166, 167 (D&E), 168 (A&B) and 170

Parcels: 10

Full Value: 661,300

Total Assessment: 6,586

Total Current Taxes \$46,884.29

24 General: \$3,446.33

23-24 School: \$25,920.54

Village: \$17,517.42

Land Only Tax Estimate from SVS: \$45,756.27

Estimated Taxes Once Built: \$143,255

Applicant Attorney: Dan Deegan and John Gordon

IDA Transaction Counsel: Paul O'Brien

The Hillcrest of Floral Park, LLC  
DRAFT PILOT

41-61 Covert Avenue

Floral Park, NY 11001

Current Tax Information

Section; 32, Block: 270, Lots: 160,161,162,163,164,165,166, 167 (D&E), 168 (A&B) and 170

Parcels: 10

SD- Floral Park/Bellerose

Total Current Taxes \$46,884.29

Land Only Tax Estimate from SVS: \$45,756.27

Estimated Taxes Once Built: \$143,255

Year	Total
1	\$45,756.27
2	\$45,756.27
3	\$45,756.27
4	\$50,000.00
5	\$52,000.00
6	\$56,000.00
7	\$60,000.00
8	\$65,000.00
9	\$68,000.00
10	\$73,000.00
11	\$75,000.00
12	\$85,000.00
13	\$95,000.00
14	\$105,000.00
15	\$115,000.00
16	\$125,000.00
17	\$135,000.00
18	\$145,000.00
19	\$160,000.00
20	\$175,000.00

11/22/23 – DRAFT/Matches Applicant’s Proposal

1/30/24 – NEW DRAFT

This Pilot has NOT been approved by the Hempstead IDA Board

PREPARED FOR:

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

# Economic and Fiscal Impact

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THE HILLCREST OF FLORAL PARK, LLC

Town of Hempstead  
Industrial Development Agency

MARCH 11, 2024

PREPARED BY:

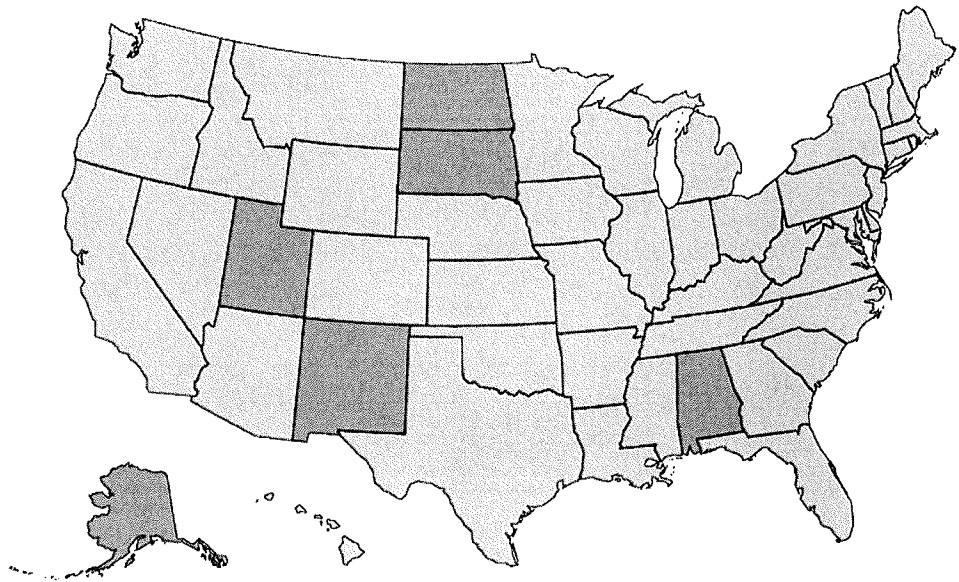


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Camoin Associates has provided economic development consulting services to municipalities, economic development agencies, and private enterprises since 1999. Through the services offered, Camoin Associates has had the opportunity to serve EDOs and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

Rachel Selsky  
*Vice President and COO*

Connor Allen  
*Analyst*



CAMOIN ASSOCIATES

# ABOUT THE STUDY

Camoin Associates was retained by the Town of Hempstead Industrial Development Agency to measure the potential economic and fiscal impacts of a project proposed by The Hillcrest of Floral Park, LLC. The proposed project involves construction of a 12-unit apartment building with 100% of units designated as market-rate at 41-61 Covert Avenue, Floral Park, New York 11001. The goal of this analysis is to provide a complete assessment of the total economic, employment and tax impact of the project on the Town of Hempstead that result from the new household spending and on-site operations.

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

The economic impacts are presented in four categories: direct impact, indirect impact, induced impact, and total impact. The indirect and induced impacts are commonly referred to as the "multiplier effect." Note that previous impact reports commissioned by the Town of Hempstead Industrial Development Agency were presented in only three categories: direct impact, indirect impact, and total impact. Prior to 2020, Camoin Associates included both the indirect and induced impacts in the "indirect impact" category. Beginning in 2020, the indirect and induced impacts will be reported separately to allow for more accurate interpretation of results.

## STUDY INFORMATION

### Data Source:

The Hillcrest of Floral Park, LLC  
Application for Assistance, and  
the Town of Hempstead Industrial  
Development Agency

### Geography:

Town of Hempstead

### Study Period:

2022

### Modeling Tool:

Lightcast

## DIRECT IMPACTS

*This initial round of impacts is generated as a result of spending on operations and new household spending at town businesses.*

## INDIRECT IMPACTS

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

## INDUCED IMPACTS

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



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# EXECUTIVE SUMMARY

The Town of Hempstead Industrial Development Agency (the "Agency") received an application for financial assistance from The Hillcrest of Floral Park, LLC (the "Applicant") for the construction of a 12-unit residential rental building consisting of 10 one-bedroom units and 2 two-bedroom units, and 6,679 sf of rentable commercial space (the "Project") at 41-61 Covert Avenue, Floral Park, New York 11001 (the "Site"). 100% of units will be designated as market-rate. The Applicant is seeking a 20-year PILOT agreement from the Agency. The Agency commissioned Camoin Associates to conduct an economic and limited fiscal impact analysis of the Project on the Town of Hempstead (the "Town").

Camoin Associates conducted a market analysis and determined that 79% of the units (or 9 units) would be considered as providing "net new" households to the town as they allow households to exist in the town that would otherwise locate elsewhere. We then computed the total spending associated with these households to derive job creation resulting from the Project. The following is a summary of our findings from this study, with details below and in the following sections.

Table 1

## Summary of Benefits to Town

Total Jobs	6
Direct Jobs	5
Total Earnings	\$ 355,028
Direct Earnings	\$ 215,624
Annual Sales Tax Revenue to County	\$ 6,460
Annual Sales Tax Revenue to Town	\$ 570
Average Annual PILOT Payment	\$ 88,813
Average Annual PILOT Payment to Town	\$ 3,393
Average Annual PILOT Benefit	\$ 31,855
Average Annual PILOT Benefit to Town	\$ 1,217
<b>Average Annual Benefit (Cost) to Town of Project with PILOT compared to No Project</b>	<b>\$ 1,217</b>
<b>Average Annual Benefit (Cost) to Town of Project with PILOT compared to Project Without PILOT</b>	<b>\$ (3,256)</b>

- ◆ The Project would support 6 net new jobs in the town, with over \$355,028 in associated earnings. These figures include net new jobs resulting from both maintenance and operation of the facility as well as economic activity that results from new household spending.
- ◆ The Applicant has negotiated terms of a proposed 20-year PILOT agreement with the Agency, where the applicant would pay an average of \$88,813 each year, of which \$3,393 will be allocated to the Town.
- ◆ The annual net benefit to the Town is estimated to be \$1,787. In this case, this is the sum of the average annual PILOT benefit to the Town and new annual sales tax revenue to the Town.
- ◆ If the Project were to occur without a PILOT the Town would receive \$3,256 more per year than with the PILOT.
- ◆ Through negotiations with the Agency the Applicant could have access to a sales tax exemption valued at up to \$448,500 and a mortgage recording tax exemption valued at up to \$45,000. However, if we assume that the Project would not occur absent IDA benefits, this is not actually a "cost" to the state and county since no future revenue stream would exist without the exemptions.

# ECONOMIC IMPACT ANALYSIS

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

The Project would have economic impacts on the Town of Hempstead as a result of Project construction, operation, and spending by new tenant households.

## CONSTRUCTION PHASE IMPACTS

The Applicant estimates that private sector investment in the construction of the Project would cost approximately \$8.075 million<sup>1</sup>, of which 70%<sup>2</sup> would be sourced from within the town. This means that there will be nearly \$5.65 million in net new spending in the town associated with the construction phase of the Project.

Table 2

### Construction Phase Spending - Town

Total Construction Cost	\$	8,075,000
Percent Sourced from Town		70%
<b>Net New Constuction Spending</b>	<b>\$</b>	<b>5,652,500</b>

Source: Applicant, Camoin Associates

Based on nearly \$5.65 million worth of net new direct spending associated with the construction phase of the Project, Camoin Associates determined that there would be nearly \$6.89 million in total one-time construction related spending supporting 27<sup>3</sup> jobs and an associated nearly \$2.56 million in earnings over the construction period throughout the town. Table 3 outlines the economic impacts of construction.

Table 3

### Town Economic Impact - Construction Phase

	Jobs	Earnings	Sales
Direct	20 \$	2,142,409 \$	5,652,500
Indirect	4 \$	256,959 \$	815,544
Induced	3 \$	165,359 \$	426,579
<b>Total</b>	<b>27 \$</b>	<b>2,564,726 \$</b>	<b>6,894,622</b>

Source: Lightcast, Camoin Associates

<sup>1</sup> Includes project costs as provided by the Applicant, excluding acquisition, legal fees, and financial charges.

<sup>2</sup> According to Lightcast, approximately 70% of construction industry demand is met within the town.

<sup>3</sup> Based the total construction costs and county level spending, our analysis found there to be an estimated 20 direct jobs, higher than the 15 FTE construction jobs mentioned in the application.

## CAMOIN ASSOCIATES

**IMPACTS OF NEW HOUSEHOLD SPENDING**

To determine the annual economic impact of the Project on the town, the first step is to calculate the number of households that can be considered "net new" to the town economy. In other words, the number of households that, but for the Project, would not exist in the Town of Hempstead. With respect to this Project, net new households consist of those who are able to live in the jurisdiction as a result of the Project and would otherwise choose to live elsewhere. See Attachment B for more information on this methodology.

The Applicant proposes to construct 12 units, with 100% (or 12 units) designated as market-rate. Camoin Associates conducted a rental demand analysis for the Project site and found that 79% of the market-rate and affordable units, or 9 units, are net new to the town (Table 4). This is based on a review of the data and an understanding of the proposed Project as detailed above.

Table 4

**Net New Households**

	<b>Total Households</b>	<b>Percent Net New</b>	<b>Net New Households</b>
Market-Rate Units	12	79%	9
<b>Total</b>	<b>12</b>	<b>79%</b>	<b>9</b>

Source: Lightcast, Camoin Associates

**SPENDING BY NEW TENANTS**

These residents make purchases in the town, thereby adding new dollars to the Town of Hempstead's economy. For this analysis, we researched spending patterns by household income to determine the spending by tenants.

The net new market-rate units will be available to households in the \$100,000 to \$150,000 annual household income spending basket, the spending basket that most closely resembles likely tenants, per the Bureau of Labor Statistics' 2022 Consumer Expenditure Survey.

Using a spending basket for the region which details household spending in individual consumer categories by income level, we analyzed likely tenant spending. According to the 2022 Consumer Expenditure Survey, households in market-rate units have annual expenditures (excluding housing and utility costs) of \$45,942.

It is assumed that 60%<sup>4</sup> of total expenditures would occur within the Town of Hempstead and, therefore, have an impact on the town's economy. The total net new spending columns show the total amount spent in the town, based on the number of net new units.

<sup>4</sup> According to Lightcast, 60% of demand for industries in a typical household spending basket is met within the Town of Hempstead.

## CAMOIN ASSOCIATES

Table 5

**Tenant Spending Basket****Market-Rate Units (\$100,000 to \$150,000 Annual Household Income)**

Category	Annual per Unit Spending Basket	Amount Spent in Town (60%)	Total Net New Town Spending (9 net new units)
Food	\$ 9,336	\$ 5,602	\$ 52,917
Household furnishings and equipment	\$ 3,210	\$ 1,926	\$ 18,195
Apparel and services	\$ 2,429	\$ 1,457	\$ 13,768
Transportation	\$ 16,215	\$ 9,729	\$ 91,908
Health care	\$ 7,099	\$ 4,259	\$ 40,238
Entertainment	\$ 3,946	\$ 2,368	\$ 22,366
Personal care products and services	\$ 1,038	\$ 623	\$ 5,883
Education	\$ 1,399	\$ 839	\$ 7,930
Miscellaneous	\$ 1,270	\$ 762	\$ 7,198
<b>Total Tenant Spending</b>	<b>\$ 45,942</b>	<b>\$ 27,565</b>	<b>\$ 260,403</b>

Source: 2022 Consumer Expenditure Survey, Bureau of Labor Statistics

The total net new spending in the town was calculated by multiplying the amount spent in each region by the number of net new units. As shown in the table above, spending in the town by all new households would total \$260,403. We used the above spending basket amounts to calculate the direct, indirect, and total impact of the Project on the town.

Using \$260,403 as the new sales input, Camoin Associates used Lightcast to determine the indirect, induced, and total impact of the Project on the Town of Hempstead.<sup>5</sup> Table 6 outlines the findings of this analysis.

Table 6

**Town Economic Impact - Household Spending**

	Jobs	Earnings	Sales
Direct	2 \$	89,224 \$	260,403
Indirect	0 \$	22,748 \$	60,022
Induced	0 \$	22,350 \$	57,462
<b>Total</b>	<b>2 \$</b>	<b>134,321 \$</b>	<b>377,886</b>

Source: Lightcast, Camoin Associates

<sup>5</sup> Analysis uses the 33 zip codes that are predominantly located within the Town of Hempstead (see Attachment C).

## CAMOIN ASSOCIATES

**IMPACTS OF ON-SITE EMPLOYMENT**

According to the Applicant, four (4) jobs will be on-site following Project completion. Since 79% of the housing units are considered net new to the town, 79% of the jobs, or three jobs (due to rounding), are considered to be net new. The table below detail the impact that these jobs will have on the Town of Hempstead (Table 7).

Table 7

**Town Economic Impact - On-Site Operations**

	<b>Jobs</b>		<b>Earnings</b>		<b>Sales</b>
Direct	3	\$	126,400	\$	453,969
Indirect	1	\$	67,221	\$	186,463
Induced	0	\$	27,087	\$	69,673
<b>Total</b>	<b>4</b>	<b>\$</b>	<b>220,707</b>	<b>\$</b>	<b>710,104</b>

**Source:** Lightcast, Camoin Associates

**TOTAL ANNUAL ECONOMIC IMPACT**

The complete economic impact of both new household spending as well as on-site operation and maintenance of the Project on the Town of Hempstead in Table 8.

Table 8

**Town Total Annual Economic Impact**

	<b>Jobs</b>		<b>Earnings</b>		<b>Sales</b>
Direct	5	\$	215,624	\$	714,371
Indirect	1	\$	89,968	\$	246,485
Induced	0	\$	49,436	\$	127,134
<b>Total</b>	<b>6</b>	<b>\$</b>	<b>355,028</b>	<b>\$</b>	<b>1,087,990</b>

**Source:** Lightcast, Camoin Associates

CAMOIN ASSOCIATES

# FISCAL IMPACT ANALYSIS

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

## PAYMENT IN LIEU OF TAXES (PILOT)

The Applicant has applied to the Agency for a Payment In Lieu of Taxes (PILOT) agreement. The Applicant has proposed a 20-year PILOT payment schedule based on the current tax rate, taxable value, and assessed value of the Project. Based on the terms of the PILOT as proposed, Camoin Associates calculated the potential impact on the affected jurisdictions.<sup>6</sup>

Table 9

### Tax Payments with PILOT

Year	Total		Portion of Payment by Jurisdiction				Village
	PILOT Payments		Town	County	School District		
1	\$ 45,756	\$	1,748	\$ 1,615	\$ 25,297	\$	17,096
2	\$ 45,756	\$	1,748	\$ 1,615	\$ 25,297	\$	17,096
3	\$ 45,756	\$	1,748	\$ 1,615	\$ 25,297	\$	17,096
4	\$ 50,000	\$	1,910	\$ 1,765	\$ 27,643	\$	18,682
5	\$ 52,000	\$	1,987	\$ 1,836	\$ 28,749	\$	19,429
6	\$ 56,000	\$	2,140	\$ 1,977	\$ 30,960	\$	20,923
7	\$ 60,000	\$	2,292	\$ 2,118	\$ 33,172	\$	22,418
8	\$ 65,000	\$	2,484	\$ 2,294	\$ 35,936	\$	24,286
9	\$ 68,000	\$	2,598	\$ 2,400	\$ 37,595	\$	25,407
10	\$ 73,000	\$	2,789	\$ 2,577	\$ 40,359	\$	27,275
11	\$ 75,000	\$	2,866	\$ 2,647	\$ 41,465	\$	28,022
12	\$ 85,000	\$	3,248	\$ 3,000	\$ 46,993	\$	31,759
13	\$ 95,000	\$	3,630	\$ 3,353	\$ 52,522	\$	35,495
14	\$ 105,000	\$	4,012	\$ 3,706	\$ 58,051	\$	39,231
15	\$ 115,000	\$	4,394	\$ 4,059	\$ 63,579	\$	42,968
16	\$ 125,000	\$	4,776	\$ 4,412	\$ 69,108	\$	46,704
17	\$ 135,000	\$	5,158	\$ 4,765	\$ 74,636	\$	50,440
18	\$ 145,000	\$	5,540	\$ 5,118	\$ 80,165	\$	54,176
19	\$ 160,000	\$	6,113	\$ 5,648	\$ 88,458	\$	59,781
20	\$ 175,000	\$	6,686	\$ 6,177	\$ 96,751	\$	65,385
<b>Total</b>	<b>\$ 1,776,269</b>	<b>\$</b>	<b>67,867</b>	<b>\$ 62,701</b>	<b>\$ 982,031</b>	<b>\$</b>	<b>663,669</b>
<b>Average</b>	<b>\$ 88,813</b>	<b>\$</b>	<b>3,393</b>	<b>\$ 3,135</b>	<b>\$ 49,102</b>	<b>\$</b>	<b>33,183</b>
<b>Present Value*</b>	<b>\$ 857,672</b>	<b>\$</b>	<b>32,770</b>	<b>\$ 30,275</b>	<b>\$ 474,174</b>	<b>\$</b>	<b>320,453</b>

Source: Town of Hempstead IDA, Camoin Associates

\*Note: Assumes a 6.25% discount rate.

<sup>6</sup> It is assumed that each jurisdiction will continue to receive the same portion of the PILOT that they currently receive from the full tax bill.



## CAMOIN ASSOCIATES

**TAX POLICY COMPARISON**

Without financial assistance from the Agency, Camoin Associates assumes the Applicant would not undertake the Project. Table 10 displays the property tax payment associated with the Project.

Table 10

**Tax Payments without Project**

Year	Total		Portion of Payment by Jurisdiction							
	Property Tax Payment		Town	County	School District	Village				
	Without Project**									
1	\$	46,884	\$	1,791	\$	1,655	\$	25,921	\$	17,517
2	\$	47,822	\$	1,827	\$	1,688	\$	26,439	\$	17,868
3	\$	48,778	\$	1,864	\$	1,722	\$	26,968	\$	18,225
4	\$	49,754	\$	1,901	\$	1,756	\$	27,507	\$	18,590
5	\$	50,749	\$	1,939	\$	1,791	\$	28,057	\$	18,961
6	\$	51,764	\$	1,978	\$	1,827	\$	28,618	\$	19,341
7	\$	52,799	\$	2,017	\$	1,864	\$	29,191	\$	19,727
8	\$	53,855	\$	2,058	\$	1,901	\$	29,775	\$	20,122
9	\$	54,932	\$	2,099	\$	1,939	\$	30,370	\$	20,524
10	\$	56,031	\$	2,141	\$	1,978	\$	30,977	\$	20,935
11	\$	57,152	\$	2,184	\$	2,017	\$	31,597	\$	21,354
12	\$	58,295	\$	2,227	\$	2,058	\$	32,229	\$	21,781
13	\$	59,461	\$	2,272	\$	2,099	\$	32,874	\$	22,216
14	\$	60,650	\$	2,317	\$	2,141	\$	33,531	\$	22,661
15	\$	61,863	\$	2,364	\$	2,184	\$	34,202	\$	23,114
16	\$	63,100	\$	2,411	\$	2,227	\$	34,886	\$	23,576
17	\$	64,362	\$	2,459	\$	2,272	\$	35,583	\$	24,048
18	\$	65,649	\$	2,508	\$	2,317	\$	36,295	\$	24,529
19	\$	66,962	\$	2,558	\$	2,364	\$	37,021	\$	25,019
20	\$	68,302	\$	2,610	\$	2,411	\$	37,761	\$	25,520
Total	\$	1,139,165	\$	43,525	\$	40,212	\$	629,801	\$	425,627
Average	\$	56,958	\$	2,176	\$	2,011	\$	31,490	\$	21,281
Present Value*	\$	615,560	\$	23,519	\$	21,729	\$	340,320	\$	229,992

**Source:** Town of Hempstead IDA, Camoin Associates

**\*Note:** Assumes a 6.25% discount rate.

CAMOIN ASSOCIATES

The following table calculates the property tax payments that would be made assuming the Project occurs, but no PILOT is received. This is simply for illustrative purposes as it is assumed that without financial assistance, the Project would not be completed.

Table 11

**Tax Payments with Project without PILOT**

Year	Total		Portion of Payment by Jurisdiction			
	Property Tax Payment	Without Project**	Town	County	School District	Village
1	\$	143,255	\$ 5,473	\$ 5,057	\$ 79,200	\$ 53,524
2	\$	146,120	\$ 5,583	\$ 5,158	\$ 80,784	\$ 54,595
3	\$	149,043	\$ 5,695	\$ 5,261	\$ 82,400	\$ 55,687
4	\$	152,023	\$ 5,808	\$ 5,366	\$ 84,048	\$ 56,801
5	\$	155,064	\$ 5,925	\$ 5,474	\$ 85,729	\$ 57,937
6	\$	158,165	\$ 6,043	\$ 5,583	\$ 87,443	\$ 59,095
7	\$	161,328	\$ 6,164	\$ 5,695	\$ 89,192	\$ 60,277
8	\$	164,555	\$ 6,287	\$ 5,809	\$ 90,976	\$ 61,483
9	\$	167,846	\$ 6,413	\$ 5,925	\$ 92,796	\$ 62,712
10	\$	171,203	\$ 6,541	\$ 6,043	\$ 94,652	\$ 63,967
11	\$	174,627	\$ 6,672	\$ 6,164	\$ 96,545	\$ 65,246
12	\$	178,120	\$ 6,806	\$ 6,288	\$ 98,476	\$ 66,551
13	\$	181,682	\$ 6,942	\$ 6,413	\$ 100,445	\$ 67,882
14	\$	185,316	\$ 7,080	\$ 6,542	\$ 102,454	\$ 69,240
15	\$	189,022	\$ 7,222	\$ 6,672	\$ 104,503	\$ 70,624
16	\$	192,802	\$ 7,367	\$ 6,806	\$ 106,593	\$ 72,037
17	\$	196,658	\$ 7,514	\$ 6,942	\$ 108,725	\$ 73,478
18	\$	200,592	\$ 7,664	\$ 7,081	\$ 110,899	\$ 74,947
19	\$	204,603	\$ 7,817	\$ 7,222	\$ 113,117	\$ 76,446
20	\$	208,695	\$ 7,974	\$ 7,367	\$ 115,380	\$ 77,975
<b>Total</b>	<b>\$</b>	<b>3,480,720</b>	<b>\$ 132,990</b>	<b>\$ 122,867</b>	<b>\$ 1,924,357</b>	<b>\$ 1,300,504</b>
<b>Average</b>	<b>\$</b>	<b>174,036</b>	<b>\$ 6,650</b>	<b>\$ 6,143</b>	<b>\$ 96,218</b>	<b>\$ 65,025</b>
<b>Present Value*</b>	<b>\$</b>	<b>1,880,846</b>	<b>\$ 71,863</b>	<b>\$ 66,393</b>	<b>\$ 1,039,848</b>	<b>\$ 702,742</b>

Source: Town of Hempstead IDA, Camoin Associates

\*Note: Assumes a 6.25% discount rate.

\*\*Note: Assumes an average annual increase of 2.00%

## CAMOIN ASSOCIATES

Table 12 calculates the benefit (or cost) to the affected taxing jurisdictions as the difference between the PILOT payments associated with the Project and the property tax payments without the Project. Nearly \$31,860 more in PILOT revenue will be received annually than property taxes that would be received without the Project. The total benefit would be \$637,104 over the 20-year period. The Applicant will pay \$85,223 less on average per year under the PILOT compared to paying full taxes on the final development.

Table 12

**Tax Policy Comparison (All Jurisdictions)**

	A	B	C			
Year	Property Tax Payment Without Project	PILOT Payment	Property Tax Payment With Project and No PILOT	Benefit (Cost) of Project to Municipalities (B-A)	Benefit (Cost) of PILOT to Applicant (C-B)	
1	\$ 46,884	\$ 45,756	\$ 143,255	\$ (1,128)	\$ 97,499	
2	\$ 47,822	\$ 45,756	\$ 146,120	\$ (2,066)	\$ 100,364	
3	\$ 48,778	\$ 45,756	\$ 149,043	\$ (3,022)	\$ 103,286	
4	\$ 49,754	\$ 50,000	\$ 152,023	\$ 246	\$ 102,023	
5	\$ 50,749	\$ 52,000	\$ 155,064	\$ 1,251	\$ 103,064	
6	\$ 51,764	\$ 56,000	\$ 158,165	\$ 4,236	\$ 102,165	
7	\$ 52,799	\$ 60,000	\$ 161,328	\$ 7,201	\$ 101,328	
8	\$ 53,855	\$ 65,000	\$ 164,555	\$ 11,145	\$ 99,555	
9	\$ 54,932	\$ 68,000	\$ 167,846	\$ 13,068	\$ 99,846	
10	\$ 56,031	\$ 73,000	\$ 171,203	\$ 16,969	\$ 98,203	
11	\$ 57,152	\$ 75,000	\$ 174,627	\$ 17,848	\$ 99,627	
12	\$ 58,295	\$ 85,000	\$ 178,120	\$ 26,705	\$ 93,120	
13	\$ 59,461	\$ 95,000	\$ 181,682	\$ 35,539	\$ 86,682	
14	\$ 60,650	\$ 105,000	\$ 185,316	\$ 44,350	\$ 80,316	
15	\$ 61,863	\$ 115,000	\$ 189,022	\$ 53,137	\$ 74,022	
16	\$ 63,100	\$ 125,000	\$ 192,802	\$ 61,900	\$ 67,802	
17	\$ 64,362	\$ 135,000	\$ 196,658	\$ 70,638	\$ 61,658	
18	\$ 65,649	\$ 145,000	\$ 200,592	\$ 79,351	\$ 55,592	
19	\$ 66,962	\$ 160,000	\$ 204,603	\$ 93,038	\$ 44,603	
20	\$ 68,302	\$ 175,000	\$ 208,695	\$ 106,698	\$ 33,695	
<b>Total</b>	<b>\$ 1,139,165</b>	<b>\$ 1,776,269</b>	<b>\$ 3,480,720</b>	<b>\$ 637,104</b>	<b>\$ 1,704,451</b>	
<b>Average</b>	<b>\$ 56,958</b>	<b>\$ 88,813</b>	<b>\$ 174,036</b>	<b>\$ 31,855</b>	<b>\$ 85,223</b>	
<b>Present Value*</b>	<b>\$ 615,560</b>	<b>\$ 857,672</b>	<b>\$ 1,880,846</b>	<b>\$ 242,111</b>	<b>\$ 1,023,174</b>	

**Source:** Town of Hempstead IDA, Camoin Associates

**\*Note:** Assumes 6.25% discount rate.

## CAMOIN ASSOCIATES

**TOWN**

Table 13 calculates the benefit (or cost) to the Town. The Town would receive approximately \$1,217 more in PILOT revenue annually than it would receive in property taxes without the Project. The total benefit to the Town would be \$24,342 over the 20-year period.

Table 13

**Tax Policy Comparison for Town**

	A		B		C	
Year	Property Tax Payment Without Project	PILOT Payment	Property Tax Payment With Project and No PILOT	Benefit (Cost) of Project to Municipalities (B-A)	Benefit (Cost) of PILOT to Applicant (C-B)	
1	\$ 1,791	\$ 1,748	\$ 5,473	\$ (43)	\$ 3,725	
2	\$ 1,827	\$ 1,748	\$ 5,583	\$ (79)	\$ 3,835	
3	\$ 1,864	\$ 1,748	\$ 5,695	\$ (115)	\$ 3,946	
4	\$ 1,901	\$ 1,910	\$ 5,808	\$ 9	\$ 3,898	
5	\$ 1,939	\$ 1,987	\$ 5,925	\$ 48	\$ 3,938	
6	\$ 1,978	\$ 2,140	\$ 6,043	\$ 162	\$ 3,903	
7	\$ 2,017	\$ 2,292	\$ 6,164	\$ 275	\$ 3,872	
8	\$ 2,058	\$ 2,484	\$ 6,287	\$ 426	\$ 3,804	
9	\$ 2,099	\$ 2,598	\$ 6,413	\$ 499	\$ 3,815	
10	\$ 2,141	\$ 2,789	\$ 6,541	\$ 648	\$ 3,752	
11	\$ 2,184	\$ 2,866	\$ 6,672	\$ 682	\$ 3,807	
12	\$ 2,227	\$ 3,248	\$ 6,806	\$ 1,020	\$ 3,558	
13	\$ 2,272	\$ 3,630	\$ 6,942	\$ 1,358	\$ 3,312	
14	\$ 2,317	\$ 4,012	\$ 7,080	\$ 1,695	\$ 3,069	
15	\$ 2,364	\$ 4,394	\$ 7,222	\$ 2,030	\$ 2,828	
16	\$ 2,411	\$ 4,776	\$ 7,367	\$ 2,365	\$ 2,591	
17	\$ 2,459	\$ 5,158	\$ 7,514	\$ 2,699	\$ 2,356	
18	\$ 2,508	\$ 5,540	\$ 7,664	\$ 3,032	\$ 2,124	
19	\$ 2,558	\$ 6,113	\$ 7,817	\$ 3,555	\$ 1,704	
20	\$ 2,610	\$ 6,686	\$ 7,974	\$ 4,077	\$ 1,287	
Total	\$ 43,525	\$ 67,867	\$ 132,990	\$ 24,342	\$ 65,123	
Average	\$ 2,176	\$ 3,393	\$ 6,650	\$ 1,217	\$ 3,256	
Present Value*	\$ 23,519	\$ 32,770	\$ 71,863	\$ 9,251	\$ 39,093	

**Source:** Town of Hempstead IDA, Camoin Associates

**\*Note:** Assumes 6.25% discount rate.

## CAMOIN ASSOCIATES

**COUNTY**

Table 14 calculates the benefit (or cost) to the County. The County would receive approximately \$1,124 more in PILOT revenue annually than it would receive in property taxes without the Project. The total benefit to the County would be \$22,489 over the 20-year period.

Table 14

**Tax Policy Comparison for County**

	A		B		C	
Year	Property Tax Payment Without Project	PILOT Payment	Property Tax Payment With Project and No PILOT	Benefit (Cost) of Project to Municipalities (B-A)	Benefit (Cost) of PILOT to Applicant (C-B)	
1	\$ 1,655	\$ 1,615	\$ 5,057	\$ (40)	\$ 3,442	
2	\$ 1,688	\$ 1,615	\$ 5,158	\$ (73)	\$ 3,543	
3	\$ 1,722	\$ 1,615	\$ 5,261	\$ (107)	\$ 3,646	
4	\$ 1,756	\$ 1,765	\$ 5,366	\$ 9	\$ 3,601	
5	\$ 1,791	\$ 1,836	\$ 5,474	\$ 44	\$ 3,638	
6	\$ 1,827	\$ 1,977	\$ 5,583	\$ 150	\$ 3,606	
7	\$ 1,864	\$ 2,118	\$ 5,695	\$ 254	\$ 3,577	
8	\$ 1,901	\$ 2,294	\$ 5,809	\$ 393	\$ 3,514	
9	\$ 1,939	\$ 2,400	\$ 5,925	\$ 461	\$ 3,525	
10	\$ 1,978	\$ 2,577	\$ 6,043	\$ 599	\$ 3,467	
11	\$ 2,017	\$ 2,647	\$ 6,164	\$ 630	\$ 3,517	
12	\$ 2,058	\$ 3,000	\$ 6,288	\$ 943	\$ 3,287	
13	\$ 2,099	\$ 3,353	\$ 6,413	\$ 1,255	\$ 3,060	
14	\$ 2,141	\$ 3,706	\$ 6,542	\$ 1,566	\$ 2,835	
15	\$ 2,184	\$ 4,059	\$ 6,672	\$ 1,876	\$ 2,613	
16	\$ 2,227	\$ 4,412	\$ 6,806	\$ 2,185	\$ 2,393	
17	\$ 2,272	\$ 4,765	\$ 6,942	\$ 2,493	\$ 2,177	
18	\$ 2,317	\$ 5,118	\$ 7,081	\$ 2,801	\$ 1,962	
19	\$ 2,364	\$ 5,648	\$ 7,222	\$ 3,284	\$ 1,574	
20	\$ 2,411	\$ 6,177	\$ 7,367	\$ 3,766	\$ 1,189	
Total	\$ 40,212	\$ 62,701	\$ 122,867	\$ 22,489	\$ 60,166	
Average	\$ 2,011	\$ 3,135	\$ 6,143	\$ 1,124	\$ 3,008	
Present Value*	\$ 21,729	\$ 30,275	\$ 66,393	\$ 8,546	\$ 36,117	

**Source:** Town of Hempstead IDA, Camoin Associates

**\*Note:** Assumes 6.25% discount rate.

## CAMOIN ASSOCIATES

**SCHOOL DISTRICT**

Table 15 calculates the benefit (or cost) to the school district. The school district would receive approximately \$17,621 more in PILOT revenue annually than it would receive in property taxes without the Project. The total benefit to the school district would be \$352,230 over the 20-year period.

Table 15

**Tax Policy Comparison for School District**

	A		B		C	
Year	Property Tax Payment Without Project	PILOT Payment	Property Tax Payment With Project and No PILOT	Benefit (Cost) of Project to Municipalities (B-A)	Benefit (Cost) of PILOT to Applicant (C-B)	
1	\$ 25,921	\$ 25,297	\$ 79,200	\$ (624)	\$ 53,903	
2	\$ 26,439	\$ 25,297	\$ 80,784	\$ (1,142)	\$ 55,487	
3	\$ 26,968	\$ 25,297	\$ 82,400	\$ (1,671)	\$ 57,103	
4	\$ 27,507	\$ 27,643	\$ 84,048	\$ 136	\$ 56,405	
5	\$ 28,057	\$ 28,749	\$ 85,729	\$ 692	\$ 56,980	
6	\$ 28,618	\$ 30,960	\$ 87,443	\$ 2,342	\$ 56,483	
7	\$ 29,191	\$ 33,172	\$ 89,192	\$ 3,981	\$ 56,021	
8	\$ 29,775	\$ 35,936	\$ 90,976	\$ 6,161	\$ 55,040	
9	\$ 30,370	\$ 37,595	\$ 92,796	\$ 7,225	\$ 55,201	
10	\$ 30,977	\$ 40,359	\$ 94,652	\$ 9,381	\$ 54,293	
11	\$ 31,597	\$ 41,465	\$ 96,545	\$ 9,868	\$ 55,080	
12	\$ 32,229	\$ 46,993	\$ 98,476	\$ 14,764	\$ 51,482	
13	\$ 32,874	\$ 52,522	\$ 100,445	\$ 19,648	\$ 47,923	
14	\$ 33,531	\$ 58,051	\$ 102,454	\$ 24,520	\$ 44,403	
15	\$ 34,202	\$ 63,579	\$ 104,503	\$ 29,378	\$ 40,924	
16	\$ 34,886	\$ 69,108	\$ 106,593	\$ 34,222	\$ 37,485	
17	\$ 35,583	\$ 74,636	\$ 108,725	\$ 39,053	\$ 34,089	
18	\$ 36,295	\$ 80,165	\$ 110,899	\$ 43,870	\$ 30,734	
19	\$ 37,021	\$ 88,458	\$ 113,117	\$ 51,437	\$ 24,660	
20	\$ 37,761	\$ 96,751	\$ 115,380	\$ 58,990	\$ 18,629	
Total	\$ 629,801	\$ 982,031	\$ 1,924,357	\$ 352,230	\$ 942,326	
Average	\$ 31,490	\$ 49,102	\$ 96,218	\$ 17,612	\$ 47,116	
Present Value*	\$ 340,320	\$ 474,174	\$ 1,039,848	\$ 133,854	\$ 565,674	

**Source:** Town of Hempstead IDA, Camoin Associates

**\*Note:** Assumes 6.25% discount rate.

## CAMOIN ASSOCIATES

**VILLAGE**

Table 16 calculates the benefit (or cost) to the village. The village would receive approximately \$11,902 more in PILOT revenue annually than it would receive in property taxes without the Project. The total benefit to the special districts would be \$238,042 over the 20-year period.

Table 16

**Tax Policy Comparison for Village**

	A		B		C	
Year	Property Tax Payment Without Project	PILOT Payment	Property Tax Payment With Project and No PILOT	Benefit (Cost) of Project to Municipalities (B-A)	Benefit (Cost) of PILOT to Applicant (C-B)	
1	\$ 17,517	\$ 17,096	\$ 53,524	\$ (421)	\$ 36,429	
2	\$ 17,868	\$ 17,096	\$ 54,595	\$ (772)	\$ 37,499	
3	\$ 18,225	\$ 17,096	\$ 55,687	\$ (1,129)	\$ 38,591	
4	\$ 18,590	\$ 18,682	\$ 56,801	\$ 92	\$ 38,119	
5	\$ 18,961	\$ 19,429	\$ 57,937	\$ 467	\$ 38,508	
6	\$ 19,341	\$ 20,923	\$ 59,095	\$ 1,583	\$ 38,172	
7	\$ 19,727	\$ 22,418	\$ 60,277	\$ 2,690	\$ 37,859	
8	\$ 20,122	\$ 24,286	\$ 61,483	\$ 4,164	\$ 37,197	
9	\$ 20,524	\$ 25,407	\$ 62,712	\$ 4,882	\$ 37,306	
10	\$ 20,935	\$ 27,275	\$ 63,967	\$ 6,340	\$ 36,692	
11	\$ 21,354	\$ 28,022	\$ 65,246	\$ 6,669	\$ 37,224	
12	\$ 21,781	\$ 31,759	\$ 66,551	\$ 9,978	\$ 34,792	
13	\$ 22,216	\$ 35,495	\$ 67,882	\$ 13,279	\$ 32,387	
14	\$ 22,661	\$ 39,231	\$ 69,240	\$ 16,571	\$ 30,008	
15	\$ 23,114	\$ 42,968	\$ 70,624	\$ 19,854	\$ 27,657	
16	\$ 23,576	\$ 46,704	\$ 72,037	\$ 23,128	\$ 25,333	
17	\$ 24,048	\$ 50,440	\$ 73,478	\$ 26,393	\$ 23,037	
18	\$ 24,529	\$ 54,176	\$ 74,947	\$ 29,648	\$ 20,771	
19	\$ 25,019	\$ 59,781	\$ 76,446	\$ 34,762	\$ 16,665	
20	\$ 25,520	\$ 65,385	\$ 77,975	\$ 39,866	\$ 12,590	
Total	\$ 425,627	\$ 663,669	\$ 1,300,504	\$ 238,042	\$ 636,836	
Average	\$ 21,281	\$ 33,183	\$ 65,025	\$ 11,902	\$ 31,842	
Present Value*	\$ 229,992	\$ 320,453	\$ 702,742	\$ 90,460	\$ 382,289	

**Source:** Town of Hempstead IDA, Camoin Associates

**\*Note:** Assumes 6.25% discount rate.

## CAMOIN ASSOCIATES

**OTHER EXEMPTIONS**

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

Table 17

**Summary of Costs to Affected Jurisdictions**

	<b>State and County</b>	
Sales Tax Exemption	\$	448,500
Mortgage Tax Exemption	\$	45,000

**Source:** Applicant, Camoin Associates

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

**SALES TAX REVENUE****SALES TAX REVENUE – CONSTRUCTION PHASE**

The one-time construction phase earnings described by the total economic impact of the construction work (described in the above section) would lead to additional sales tax revenue for the Town. It is assumed that 70%<sup>7</sup> of the construction phase earnings would be spent within the county and that 25% of those purchases would be taxable.

Table 18

**One-Time Sales Tax Revenue, Construction Phase**

Total New Earnings	\$	2,564,726
Amount Spent in County (70%)	\$	1,795,308
Amount Taxable (25%)	\$	448,827
<b>Nassau County Sales Tax Revenue (4.25%)</b>	<b>\$</b>	<b>19,075</b>
New Town Sales Tax Revenue Portion*		0.375%
<b>New Town Sales Tax Revenue</b>	<b>\$</b>	<b>1,683</b>

**Source:** Town of Hempstead IDA, Camoin Associates

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

<sup>7</sup> According to Lightcast, 70% demand for industries in a typical household spending basket is met within Nassau County.



## CAMOIN ASSOCIATES

**SALES TAX REVENUE – NEW HOUSEHOLD SPENDING**

As a result of the Project, the Town would receive sales tax revenue from the purchases made by the households. Table 19 displays the new sales tax revenue that the Town of Hempstead would receive annually based on in-town spending by new households.

Table 19

<b>Annual Sales Tax Revenue, Household Spending</b>		
Total New Spending	\$	377,886
Amount Taxable (30%)	\$	113,366
<b>Nassau County Sales Tax Revenue (4.25%)</b>	<b>\$</b>	<b>4,818</b>
New Town Sales Tax Revenue Portion*		0.375%
<b>New Town Tax Revenue</b>	<b>\$</b>	<b>425</b>

**Source:** Town of Hempstead IDA, Camoin Associates

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

Note that the household spending figure has already been adjusted to account for 60% of total spending occurring within the town (see table entitled "Tenant Spending Baskets"). It is assumed that 30% of purchases will be taxable, based on the spending baskets of tenants and the understanding that certain non-taxable items (related to housing expenses) have been removed from the total spending line, this increasing the remaining portion taxable.

**SALES TAX REVENUE – EMPLOYEE EARNINGS**

The earnings generated by on-site jobs that will occur as a result of building operation at the Project (described under Impacts of On-Site Employment) would lead to additional annual sales tax revenue for the town. It is assumed that 70% of the earnings would be spent within Nassau County and that 25% of those purchases will be taxable. Table 20 displays the annual tax revenue that the Town will receive.

Table 20

<b>Annual Sales Tax Revenue, On-Site Operations</b>		
Total New Earnings	\$	220,707
Amount Spent in County (70%)	\$	154,495
Amount Taxable (25%)	\$	38,624
<b>Nassau County Sales Tax Revenue (4.25%)</b>	<b>\$</b>	<b>1,642</b>
New Town Sales Tax Revenue Portion*		0.375%
<b>New Town Tax Revenue</b>	<b>\$</b>	<b>145</b>

**Source:** Town of Hempstead IDA, Camoin Associates

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

## CAMOIN ASSOCIATES

**TOTAL ANNUAL SALES TAX REVENUE**

The total annual sales tax revenue that the Town will receive is summarized in Table 21.

*Table 21*

<b>Total Annual Sales Tax Revenue</b>		
Household Spending	\$	425
On-Site Operations	\$	145
<b>New Town Tax Revenue</b>	<b>\$</b>	<b>570</b>

**Source:** Town of Hempstead IDA, Camoin Associates

## ATTACHMENT A: WHAT IS ECONOMIC IMPACT ANALYSIS?

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

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

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

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

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

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

## ATTACHMENT B: CALCULATING NET NEW HOUSEHOLDS

"Net new" households that move into a geography because of the availability of desired housing contribute to that geography's economy in measurable ways. Estimating the number of net new households, the households that would not otherwise live in the geography, is therefore a critical task for an economic and fiscal impact analysis for a project that includes housing.

Our housing market research indicates that housing is heavily affected by demand, with households in different demographic groups seeking diverse housing price points and amenities. Our estimates of net new households take into consideration demographic and economic differences among renters, and price points among units offered, identifying the existence and size of a housing gap (where more units are demanded than are available) or surplus (where there is oversupply) in the market segment to be served by the proposed project. Generally, where there is a significant housing gap outside the geography but within a reasonable distance for relocation, a project will draw a larger proportion of net new households into that geography. Each project may therefore have a different expectation for net new households, depending on price point, age restriction if any, and location.

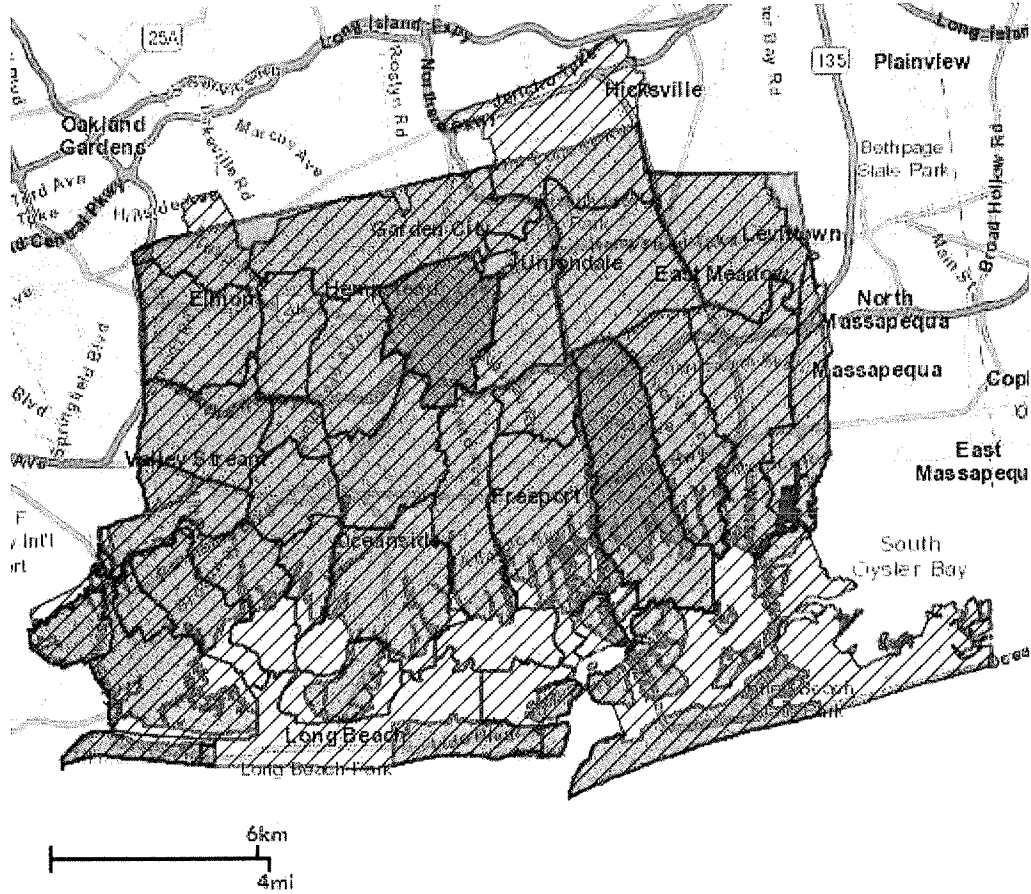
The following steps outline our process for calculating net new households. All data is drawn from Esri Business Analyst.

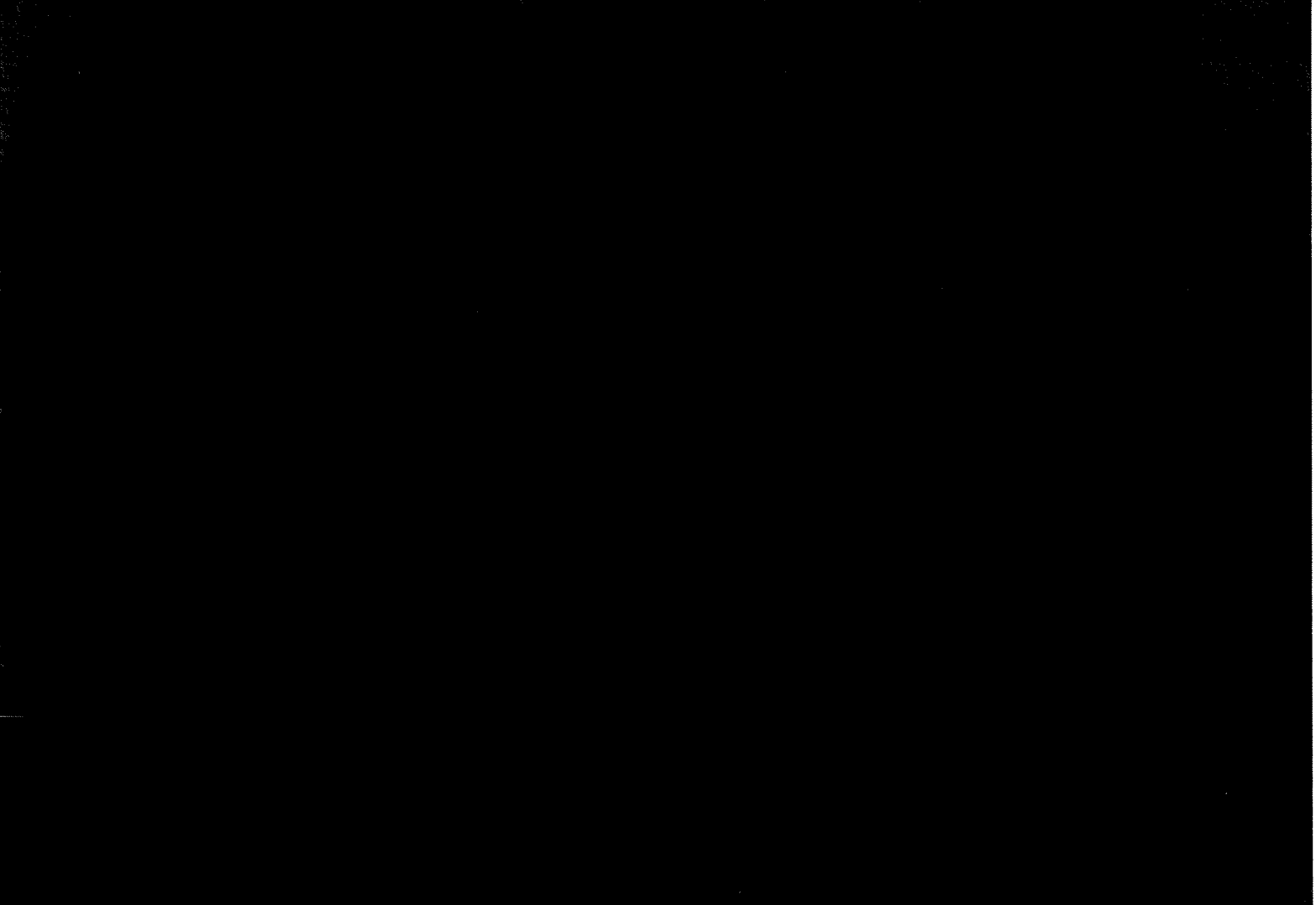
1. Identify *where* households are likely to come from. We expect that renters for a new project would consider housing within a reasonable driving time from their current location, creating a "renter-shed" for a new project. Households that are within the drive time but outside of the study area are net new.
2. Identify the existing rental housing supply at different price points. Using data from Esri, we identify rental housing units in the study area by price point and calculate the minimum household income expected to be necessary to afford rent by price range.
3. Identify the number of households at different income levels. We analyze households by income group and rental behavior to estimate an "implied number renting" for different income groups.
4. Calculate net housing surplus or gap by price point. Rental housing supply and rental housing demand is compared to calculate a "net gap," indicating excess demand for the project, or a "net surplus." To estimate net new households for a project, the net gap in the study area is compared to the net gap in the drive time.

CAMOIN ASSOCIATES

## ATTACHMENT C: STUDY AREAS

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





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## *CEO's REPORT*

### *March 19, 2024*

*\*Indicates new proposal not included in prior reports*

#### **ACTIVE PROJECTS:**

**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.

**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. An Inducement Resolution was adopted on 7/18/2023

**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 adopted on February 24, 2022. The company is currently trying to obtain financing. The project was re-authorized on 7/18/23. The site plan does not comply with the current application before the IDA, so additional corrections are required. A hearing was held on January 17, 2024. **This project is anticipated to close March 7, 2024.**

**Sunrise of Oceanside NY Propco, LLC** – The vacant project site would be developed into an 84 unit, first class assisted living facility, with associated parking and site improvements. The approximate unit breakdown would be 34 one bedroom/studios and 50 two-bedroom units. The site would be 77,433 square feet of floor space with 52 on-site parking spaces. The project would provide assisted living, memory care and coordination of hospice care among other services. Additionally, the development will include a 220 square foot space on each of the three floors, a 553 square foot beauty salon, a 420 square foot exercise room, an 832 square foot entertainment area, a 590 square foot area for wet activities, a 158 square foot reflection area and a 4,743 square foot dining room, as well as a bistro.

**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. A closing will be held in 2024. Attorney: Dan Baker, Esq. of Greenberg Traurig (516-629-9610). **We are awaiting a closing date sometime in March.**

**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 and the IDA have agreed to seek 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. The project was given a 30-year PILOT, Mortgage recording Tax Exemption and Sales Tax Exemption. The authorizing Resolution was adopted 5/23/23. We are awaiting a closing date. Contacts: Elizabetta Coschignano & Kenneth Breslin.

**CenterPoint Inwood, LLC** - The developer seeks to construct 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.

**Centennial Hall** - The developers seek to construct twenty-four (24) units in Floral Park. The units will consist of twelve two bedrooms and twelve one bedrooms. The project will be three stories of market rate housing with underground parking. The total costs are \$11.9 million. The developer seeks a 15-year PILOT. This project was induced at the October 2023 Meeting. A public hearing was held on December 13<sup>th</sup> and an authorizing resolution was passed by the board on January 23, 2024. We are awaiting a closing date. Contact: Dan Deegan, Esq.

**Conklin Estates** - The developers seek to construct sixteen 2-story, 16- units of market rental housing development located at 37 Conklin Ave, Woodmere. There will also be parking on the ground level. The building area will be approximately 24,092 square feet and there will be 42 total parking spaces on the site. This will be on approximately .8242 acres. The unit will be as follows: 12-2 bedrooms, 2 bath units and 4-3 bedrooms, 2.5 bath units. This is considered a transit orient development due to its proximity to the LIRR. The project costs are \$5.5 million. This project was induced at the October 2023 Meeting. A public hearing was held on December 20, 2023. An authorizing resolution was adopted on January 23, 2024. Contact: Dan Deegan, Esq. We are awaiting a closing date.

**2283 Grand Avenue LLC** - This project seeks to construct a four-story housing project consisting of twelve one-bedroom units and forty-two two-bedroom units in this 55,566 square foot residential Baldwin proposal. Total costs are \$27 million. The existing 11,000 square foot building will be demolished to permit the erection of the 70,863 square foot building. Contacts: Gregory DeRosa, Peter Curry, Esq.

**Prospect Park Inwood** - The developer seeks to construct 300 units (180 one bedroom, 120 two bedroom) in this five-story 500,000 square foot building with project costs of \$87 million. This transit-oriented project is near the railroad station with a 20% set aside of subsidized housing. The developer seeks a 25-year PILOT, mortgage tax abatement and sales tax exemption. Contact: Peter Curry, esq.

**Hillcrest Floral Park** - This proposed mixed use in Floral Park seeks to construct twelve apartment units with retail stores. There would be ten one-bedroom and two-bedroom units at market rate. The project will cost approximately seven million dollars. Contact Dan Deegan, Esq.

**106 Broadway Freeport** - the applicant seeks to construct 80 units of affordable housing units on a vacant land currently owned by the Refuge Apostolic Church of Christ. The \$14.892 million project lies on .69



acres in Freeport Village. The apartments consist of 4 one bedrooms, 4 two bedrooms each at 30% of AMI, Section 8; 48 of one-bedroom units of 50% of AMI (40 of which are Frail Elderly, Senior); 23 one-bedroom units at 60% of AMI and a unit for the superintendent. The applicant seeks a 20-year PILOT, sales tax exemption and mortgage tax waivers. This project was Induced at the September 2023 Board Meeting. We are waiting to schedule a public hearing. Contact: Dan Deegan, Esq., John Gordon, Esq, Principal & Barbara Murphy.

**Wellington** – The \$30.577 million project seeks to construct an 81,375 square foot building on .574 acres of land consisting of 63 units of family rental apartments (16 studios, 29 one bedroom, 18 two bedrooms) with 56 parking spaces. The developer seeks a 15-year PILOT, sales tax exemption and mortgage tax waiver. The rentals will be market rate. This project was Induced at the September Board Meeting, and the public hearing was held on October 10, 2023. This project was authorized at the October 2023 Meeting. Contacts: We are awaiting a closing date. Alex Rivero, Peter Curry, Esq.

**AIREF JFK IC, LLC** – The applicant intends to demolish a single-family home on Cerro Street in Inwood, along with an adjacent piece of property, and construct approximately 68,016 square feet into a one-story warehouse/distribution center. The project will include loading docks and 68 parking stalls of which two will be equipped as electric vehicle charging stations. This project was induced on 12/19/23, a public hearing was held on 1/10/2024. We are awaiting a closing date. Contact: James R. Murray

**\*THE PROMENADE – 360 LLC** – Developer Bill Kefalas and his team seek to pursue a smart growth project at 360A West Merrick Road, Valley Stream. The project costs are \$4.68 million consisting of 15 residential units of 11,231 square feet with retail of 51 square feet. Common areas after the total renovation of the existing structure will be 1,801 square feet. All approvals have been secured from the Village of Valley Stream. The developer seeks a PILOT and Sales Tax Exemption. Contact: William Kefalas (516) 996-5818

**\*THE BRISTOL AT LYNBROOK-** The owners seek a renewal of this PILOT and benefits for this facility. Their proposal would include the commitment on their part to provide 49 Medicaid beds out of the total 163 at the situs. The rehabilitation will include \$2million in work and upgrades at the facility. The number of full-time positions will rise from the current 63 to 70. Contacts: Steve Krieger of the Bristol, Peter Curry, Esq. (516 796-7000) of Certilman Balin.

#### **INACTIVE PROJECTS:**

**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).

**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. of Greenberg Traurig (516-629-9610).

## 2023 COMPLIANCE REVIEW

### as of March 12, 2023

<u>COMPANY</u>	<u>OUTSTANDING ITEMS</u>	<u>NOTES*</u>
1 Serv Realty	Full compliance	
110 Graham Realty	Full compliance	
111 Hempstead Tpke.	Full compliance	Construction hasn't started yet
159 Hanse Development	Full compliance	
2 Endo Blvd. LLC	Full compliance	
206 Smith LLC/Regan Development	Full compliance	
225 Merrick Road	Full compliance	Last year to report
25 Wanser LLC (Heatherwood)	Full compliance	Construction hasn't started yet
3235 Hempstead Mid Rockland Levittown	Full compliance	
333 Pearsall LLC	Non-responsive	Last year to report
43-47 Broadway LLC	Full compliance	Litigation letter received
444 Merrick Road LLC	Full compliance	Last year to report
875 Merrick LLC	Full compliance	Under construction
900 Stewart Ave. Holdings	Full compliance	Shortfall letter received
990 Stewart Ave. Holdings	Full compliance	

## 2023 COMPLIANCE REVIEW as of March 12, 2023

Alphamore LLC	Non-compliant	Terminated by Board 1/23/24
Arrow Linen	Full compliance	
Avalon Bay Communities	Full compliance	
Avalon Bay Rockville Centre II	Full compliance	
AVB Harbor Isle	Full compliance	
Beechwood Merrick	Full compliance	Litigation letter received
Beechwood Portofino	Full compliance	
Brooke Pointe	Full compliance	
BSREP III 107 Charles Lindbergh	Full compliance	
<b>Carman Place Apartments – Residential</b> <b>Carman Place Apartments - Commercial</b>	<b>Compliance fee</b> <b>Compliance fee</b>	<b>Company has advised us that payment is being processed for both projects.</b>
CHSGN LI Hotel	Full compliance	
City Autoplex	Full compliance	
CLLI 1-6 LP/303 Main Street	Full compliance	
CLLI 7-12 LP/130 Hempstead Ave	Full compliance	
Columbia Equipment	Full compliance	

## 2023 COMPLIANCE REVIEW

### as of March 12, 2023

Covanta Energy Hempstead	Full compliance	Litigation letter received
CPK Transportation	Full compliance	
CS 750 W Merrick Road	Full compliance	Litigation letter received
Dover Gourmet	Full compliance	Litigation letter received
Emergency Ambulance Services	Full compliance	
Engel Burman of Garden City	Full compliance	
Equity One/Regency Centers	Full compliance	
Estella Housing	Full compliance	
Fad Henry Street Food Corp	Full compliance	
Fairfield East Rockaway	Full compliance	Last year to report
FDR Services Corp.	Full compliance	
Flushing Bank	Full compliance	
Gabrielli Inwood - Phase II	Full compliance	Shortfall letter received
Garden City 505 Amended	Full compliance	Shortfall letter received
Gateway Universal	Full compliance	

## 2023 COMPLIANCE REVIEW as of March 12, 2023

Green Acres Adjacent LLC	Full compliance	Shortfall letter received
Hawthorne Owner LLC	Full compliance	
Hempstead 209	Full compliance	Litigation letter received
Hempstead Village Housing	Full compliance	
HSRE-EB East Meadow	Full compliance	Last year to report
HSRE-EB Lynbrook	Full compliance	Last year to report
HSRE-EB North Woodmere	Full compliance	Last year to report
JFK Logistics Center LLC	Full compliance	Litigation letter received
Lawrence Johnson Road LLC	Full compliance	
Main Street Apartments	Full compliance	
Maxima Real Estate/Barclay LLC	Full compliance	
N and D Restaurants/Seasons 52	Full compliance	Last year to report
NBD Holding LLC	Full compliance	Construction has not started
North Shore Linen	Full compliance	Last year to report
Novapark LLC/Angion Biomedica 2020	Full compliance	
OLSL Lynbrook	Full compliance	Shortfall letter received

# 2023 COMPLIANCE REVIEW

## as of March 12, 2023

Parabit Realty	Full compliance	
Park Lake Hempstead	Full compliance	
Parkside Garden Villas	Full compliance	
Prosperity Ave Holdings/Paul's Auto Collision	Full compliance	
S & S Atlantic Realty	Full compliance	Under construction
SLZM Realty	Full compliance	Last year to report
Terrace 100	Full compliance	
The Gardens at Buffalo	Full compliance	Construction has not started
The Promenade at Central	Full compliance	
The Vantage on Roosevelt	Full compliance	
Valley Stream Green Acres	Full compliance	Shortfall letter received
Village Lofts	Full compliance	
Waterview Land Development	Full compliance	

### ADDITIONAL NOTES:

\*All litigation letters were reviewed by agency counsel.

\*Employment shortfalls will be reviewed in April.

RESOLUTION

TOWN OF HEMPSTEAD  
INDUSTRIAL DEVELOPMENT AGENCY

APPOINTMENT OF CONTRACTING OFFICER/COMPLIANCE OFFICER

WHEREAS, the Industrial Development Agency seeks to appoint a Contracting/Compliance Officer in accordance with the provisions of the Public Authorities Accountability Act and;

WHEREAS, by the adoption of this resolution a Contracting/Compliance Officer for the Town of Hempstead Industrial Development Agency shall be appointed;

NOW, THEREFORE, BE IT

RESOLVED, in compliance with the Public Authorities Accountability Act, the Board of the Town of Hempstead Industrial Development Agency hereby appoints Arlyn C. Eames, Deputy Financial Officer, as the Contracting /Compliance Officer for the Town of Hempstead Industrial Development Agency.

Adopted:

Ayes:

Nays:

Resolution Number: 018-2024

Chairman: \_\_\_\_\_

**RESOLUTION**  
**TOWN OF HEMPSTEAD**  
**INDUSTRIAL DEVELOPMENT AGENCY**  
**ADOPTION OF 2023 ANNUAL FINANCIAL REPORT**

WHEREAS, pursuant to the Public Authority Accountability Act of 2005, the Town of Hempstead Industrial Development Agency shall prepare and make available for public inspection and filing its 2023 Annual Financial Report and;

WHEREAS, the proposed 2023 Town of Hempstead Industrial Development Agency Annual Financial Report is to be filed with several governmental offices within the State of New York as required by the Public Authority Accountability Act of 2005 by March 31, 2024 and;

WHEREAS, the Agency, at its regular meeting on March 19, 2024, has considered and adopted its 2023 Annual Financial Report in its proposed form; to be filed no later than March 31, 2024,

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead Industrial Development Agency hereby adopts the 2023 Annual Financial Report and will file it with the Authority Budget Office, the New York State Comptroller's Office through the PARIS system, the Town of Hempstead Senior Councilman, the Town of Hempstead Town Clerk, the Town of Hempstead Comptroller's Office, the Supervisor of the Town of Hempstead, and the Director of the New York State Division of Budget, the New York State Department of Taxation and Empire State Development Corp.

Adopted: March 19, 2024  
Resolution Number: 019-2024

(ayes)  
(nays)

Chairman: \_\_\_\_\_



**RESOLUTION**  
**TOWN OF HEMPSTEAD**  
**INDUSTRIAL DEVELOPMENT AGENCY**  
**ADOPTION OF 2023 AUDITED FINANCIAL**  
**STATEMENTS**

WHEREAS, pursuant to the Public Authority Accountability Act of 2005, the Town of Hempstead Industrial Development Agency shall prepare and make available for public inspection and filing its 2023 Audited Financial Statements and;

WHEREAS, the proposed 2023 Town of Hempstead Industrial Development Agency Audited Financial Statements are to be filed with several governmental offices within the State of New York as required by the Public Authority Accountability Act of 2005 by March 19, 2024 and;

WHEREAS, the Agency, at its regular meeting on March 19, 2024, has considered and adopted its 2023 Audited Financial Statements in their proposed form;

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead Industrial Development Agency hereby adopts the 2023 Audited Financial Statements and will file them with the Authority Budget Office, the New York State Comptroller's Office through the PARIS system, the Town of Hempstead Senior Councilman, the Town of Hempstead Town Clerk, the Town of Hempstead Comptroller's Office, the Supervisor of the Town of Hempstead, and the Director of the New York State Division of Budget, the New York State Department of Taxation and Empire State Development Corp.

Adopted: March 19, 2024  
Resolution Number: 020-2024

(ayes)

(nays)

Chairman: \_\_\_\_\_

# **Town of Hempstead Industrial Development Agency 2024 Mission Statement and Performance Measurements (2023 Review)**

(Measurement Report)

Name of Public Authority: Town of Hempstead Industrial Development Agency

Mission Statement:

Pursuant to the General Municipal Law of the State of New York the Town of Hempstead Industrial Development Agency (“Agency” or “IDA”) was established under the laws of New York State to promote economic development and employment **and housing** opportunities within the Town of Hempstead.

The Agency is a public benefit corporation created by the State of New York and is a quasi-governmental authority that functions in the public interest. The seven-member board over its ~~30+~~ 20+ years of existence and through its enacted policies and procedures has operated with transparency and openness. The Agency has, and will, continue to advance its statutory mandate to encourage economic growth and business activity, while preserving the best interests of the Town of Hempstead and its residents.

This outreach is achieved through the Agency’s online site and involvement by staff and board members with the business community at seminars and events.

The IDA believes that the most effective means to achieve its goals and reach its public purpose is to publicize the incentives that the agency provides. The key incentives include property tax relief, exemption from sales taxes and waivers of the mortgage recording tax.

Board members are actively involved in the development of the Agency’s mission and in the ongoing evaluation of how well the agency is meeting its goals. During the year, the staff and board members discuss the contacts and proposed developments that have come to the IDA as well as the status of projects and the nature of what brought them to us. Discussions further involve how well we are meeting the needs of those who contact the Agency and the key role that our incentives play in this regard.

List of Performance Goals:

- Full compliance with all state disclosure requirements
- Annual analysis of the jobs created and economic activity generated through its projects by board members and staff to determine if the agency’s mission statement is being realized
- Transparency of all operations
- Strict adherence by management of all internal controls
- Outreach to business community and public, in general, to make them aware of the IDA’s existence and the benefits that the agency can provide

- Ongoing update of the internet as well as the advertising program to best ensure that outreach is full realized
  - Ensure interaction and outreach to elected officials in jurisdictions affected by the town IDA
1. Have the board members acknowledged that they have read and understood the mission of the public authority? Yes and more over each Board member is highly engaged in the authority and its mission to enhance economic development and job growth.
  2. Who has the power to appoint the management of public authority? The seven member board of directors appoint the management of the IDA
  3. If the Board appoints management, do you have a policy you follow when appointing the management of the public authority? There are six staff members currently . Each position requires a degree of expertise and specific qualifications for each title that the board and existing staff management have defined.
  4. Briefly describe the role of the Board and the role of management in the implementation of the mission. Members of the board are actively involved in the development and implementation of the mission. Prior to its adoption, the mission statement was reviewed and discussed by the full board and staff. Pursuant to the New York State's Public Authorities Accountability Act of 2005, ("the Act") the day-to-day operation of the Agency is the specific obligation of its staff.

The "Act" reposes in the IDA Board of Directors direct oversight and control over the management staff. Thus, the board members are required to review and monitor financial and management controls and the operational activities of the IDA. The Board sets policy through its approval of resolutions and the projects that it induces to receive IDA benefits. Specifically, the Board members review and monitor the implementation of fundamental financial and management controls it establishes and enacts time and attendance rules and policies for staff salaries. The IDA Board is responsible for the adoption of the Code of Ethics that governs the activities of all members of the IDA, procedures and policies to protect employees from retaliation, and an indemnification policy covering all staff and board members. These have been in place for many years.

The Agency has established an independent Audit Committee, which has the responsibility to oversee all financial operations, as well as all reports and governmental disclosures prepared by the IDA. This Committee interacts with Sheehan and Company, the independent CPA firm that both conducts the annual audit and reviews all financial activities and transactions of the Agency on an ongoing basis throughout the year. The committee continually examines and revises the internal controls that are in place at the Agency to ensure not only that all operations are conducted pursuant to the highest ethical standards, but also that any conflicts of interest are avoided.

The Agency's Governance Committee seeks to ensure that the Agency follows and adopts best practices with respect to all IDA procedures, operations and policies. The

Committee members are attentive to government reforms and new initiatives adopted in both the public and private sectors to ensure that the IDA is both aware of such measures and adopts the most effective and efficient methodologies for the conduct of all Agency affairs.

5. Has the board acknowledged that they have read and understood the responses to each of these questions? Yes, each board member provided input into the development of the mission statement as well as the policies and performance goals of the Agency. At board meetings, there is discussion as to the progress of the Agency in meeting its performance goals, as well as a review of our performance policies and fulfillment of the mission statement.

Adopted by the Governance Committee: 2/27/24

Resolution: 010-2024

Adopted:

Ayes:

Nays:

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Chairman

## **Town of Hempstead Industrial Development Agency**

### **Property Disposition Policy**

In keeping with the policy of maintaining the highest standards of conduct and ethics and of operating in the most accountable and open manner, the Town of Hempstead Industrial Development Agency (the "Agency") will maintain adequate inventory controls and accountability systems for all Property (as such term is defined below) under its control. Furthermore, the Agency will Dispose (as such term is defined below) of Property in compliance with any applicable Law, Rule or Regulation (as such term is defined below). Failure to follow the provisions of this Property Disposition Policy will result in disciplinary action including possible termination of employment, dismissal from one's board or agent duties and possible civil or criminal prosecution if warranted.

#### **Definitions**

Contracting Officer shall mean the Chief Financial Officer of the Agency.

Dispose, Disposed or Disposal shall mean the transfer of title or any other beneficial interest in personal or real property in accordance with Section 2897 of the New York Public Authorities Law.

Law, Rule or Regulation: Any duly enacted statute, or ordinance or any rule or regulation promulgated pursuant to any federal, state or local statute or ordinance.

Property shall mean (a) personal property in excess of five thousand dollars (\$5,000.00) in value, (b) real property, and (c) any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

#### **Operative Policy**

##### **Inventory Controls and Accountability Systems**

The Contracting Officer of the Agency shall be responsible for the Agency's compliance with this Property Disposition Policy and the supervision and control of all Property Disposed of by the Agency. In addition, the Contracting Officer shall have the responsibility to insure the Agency operates in compliance with Title 5-A of the New York Public Authorities Law, including creating and maintaining adequate inventory controls and accountability systems for all Property under the control of the Agency and periodically inventorying such property to determine which, if any, property should be Disposed by the Agency. The Contracting Officer shall recommend to the Board any Property he or she deems suitable for Disposal.

##### **Disposition of Property**

Unless otherwise authorized by this Policy, the Agency shall Dispose of Property for not less than fair market value ("FMV") by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such terms and conditions as the Contracting Officer deems proper. Provided, however, that no disposition of real property, any interest in real property, or any other Property which because of its unique nature is not subject to fair market pricing shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction.

Unless otherwise authorized by this Policy, prior to disposing of Property or entering into a contract for the Disposal of Property, the Agency shall publicly advertise for bids for such Disposal or contract for Disposal. The advertisement for bids shall be made at such a time prior to the Disposal or

contract for Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. Such advertisement shall include the date, time and place the bids will be publicly disclosed by the Agency. The Agency shall award the contract with reasonable promptness to the most responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to New York State (the "State"), price and other factors considered; provided, however, that Agency reserves the right to reject all such bids when it is in the public interest to do so.

The Agency may Dispose of Property or enter into contracts for the disposal of Property via RFP, negotiation or public auction without regard to the two (2) paragraphs immediately above, but subject to obtaining such competition as is feasible under the circumstances, if:

- the personal property involved is of a nature and quantity which, if Disposed of under the first two (2) paragraphs of this section, would adversely affect the state or local market for such Property, and the estimated FMV of such Property and other satisfactory terms of the Disposal can be obtained by negotiation;
- the FMV of the Property does not exceed fifteen thousand dollars (\$15,000.00);
- bid prices after advertising therefore are not reasonable, either as to all or some part of the Property, or have not been independently arrived at in open competition;
- the Disposal is to the State or any political subdivision of the State, and the estimated FMV of the Property and other satisfactory terms of the Disposal are obtained by negotiation;
- the Disposal is for an amount less than the estimated FMV of the Property, the terms of such Disposal are obtained by public auction or negotiation, the Disposal of the Property is intended to further the public health, safety or welfare or an economic development interest of the State or a political subdivision of the State, including but not limited to, the prevention or remediation of a substantial threat to public health or safety, the creation or retention of a substantial number of job opportunities, or the creation or retention of a substantial source of revenues, and the purpose and terms of the Disposal are documented in writing and approved by resolution of the Board; or
- such Disposal or related action is otherwise authorized by law.

The Agency shall file an explanatory statement with the comptroller, the director of the division of budget, the commissioner of general services and the legislature not less than ninety (90) days before the Agency Disposes the Property if the Property is personal property in excess of \$15,000, or real property that has a fair market value in excess of \$100,000. When the Property is Disposed by lease (or exchange), then the Agency shall file an explanatory statement when the Property is real property leased for a term of five (5) years or less with an estimated fair annual rent exceeding one-hundred thousand (\$100,000.00) in any given year, real property leased for a term greater than five (5) years with an estimated fair annual rent exceeding one-hundred thousand (\$100,000.00) for the entire lease term; or any real property or real and related personal property Disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.

### Reporting Requirements

#### Annual Report

The Agency shall publish, at least annually, an Annual Report (the "Annual Report") listing all Property consisting of real property of the Agency. In addition, the Annual Report shall include a list and full description of all Property consisting of real and personal property Disposed of during such period covered by the Annual Report. The Annual Report shall include the price received by the Agency for the Property, in addition to the name of the purchaser for all such Property sold by the Agency during such period covered by the Annual Report.

The Agency shall deliver copies of the Annual Report with the comptroller, the director of the division of budget, the commissioner of general services and the legislature, and to the extent practicable, post such Annual Report on its website.

Property Disposition Policy

The Agency shall review and approve this Property Disposition Policy annually by resolution of the Board. On or before March 31 of each year, the Agency shall file with the New York State Office of the State Comptroller a copy of its Property Disposition Policy, including the name of the Contracting Officer appointed by the Agency. Upon such filing with the comptroller, the Agency shall post its Property Disposition Policy on its website.

Adopted by Governance Committee: 2/27/24

Resolution Number: 011-2024

Adopted:

Ayes:

Nays:

Chairman: \_\_\_\_\_

**Operations and Accomplishments**  
Town of Hempstead Industrial Development Agency  
2023

The projects undertaken by the Agency in 2023 reflect a broad spectrum of public benefit areas that positively impact the economic development and the growth of our township and the region.

Traditional projects constituted a significant portion of the initiatives in 2023. Thus, office buildings and warehouses were the subject of several undertakings with expansion and rehabilitation of a number of existing developments receiving benefits.

The renovation projects included 875 Merrick, LLC in Westbury. The 43,647 square foot building was approved for updated office space and structural repairs at a total project cost of \$3.064 million. Likewise, the publisher, Richner Communications committed \$675,000 for the improvements of their building for the extension of IDA benefits. 875 will have 110 employees; Richner 98.

Renovation of the warehouse and facilities of Dover Freeport and extension of its PILOT for a \$2.350 million commitment to upgrade the facilities including garage doors, new HVAC system and energy efficient equipment and enhanced energy systems were undertaken by this food and hospitality business. The current 76 employees will expand to 96 by year two.

Parabit Realty which manufactures kiosks was granted benefits to construct a 7,820 square foot structure on vacant land to add to its existing building for a total office and manufacturing space of 28,825 square feet. Total project costs are \$3.025 million. The current number of 57 employees will rise to 70 full time in the second year.

159 Hanse Development, LLC, is a distributor of high-quality foods and organic and natural dairy products, received benefits to purchase and renovate an existing 67,307 square foot industrial building in Freeport Village. The company outgrew its existing facilities in Inwood and Forest Hills, Queens. Project costs total \$10 million. The second year, 100 full time jobs will be created from the current 50 full time positions.

The existing automotive repair and service center owned by 110 Graham Realty LLC in Hempstead Village is a Mercedes Benz repair business. The Agency approved benefits for the company to initiate compliance improvements as well as upgraded shop equipment, HVAC and structural repairs and infrastructure improvements to the building. Project costs are \$1.5 million. By the second year, full time employees will increase from the current 96 to 106.

The additional area of major development was in housing. Several projects were initiated in 2022 with developers responding to the voices in the marketplace and a call for both market rate and affordable housing to address the shortage of available living space on Long Island.

Carman Place Apartment, LLC received approval from the agency for a smart growth project in the Village of Hempstead. The company proposed the demolition of a 15,573 square foot building and the construction of two residential buildings with 228 affordable rental units which will be 100% workforce housing together with 22,600 square feet of commercial retail space.



The residential space will consist of 300,598 square feet: 30 Studios, 140 One-bedroom, and 57 two-bedroom apartments. The proposal includes 228 spaces for parking for the residential portion and 68 for the retail. The project costs for the retail section are \$5.719 million with 62 full-time positions created. A 20-year PILOT was granted. The residential portion costs at 93% of the total square feet apportioned is \$149 million with 5 full time positions created.

Estella Housing LLC received benefits to construct 96 rental units in a building of 125,911 square feet with 5,538 square feet apportioned for a community service facility. The units will be 100% affordable with all units having income restrictions of 60% of the area medium income. The units will consist of 34-studios, 49-one bedroom and 12 2-bedroom apartments. Project costs are \$64.723 million. Seven full-time equivalent positions will be created.

Another housing proposal in Freeport, the Gardens at Buffalo LLC will add 200 rental apartments at Albany and Buffalo Avenues in the Village.

The existing property has a warehouse which is to be demolished, a small one-story office building and three, three-story residential apartment apartments. The applicant seeks to add a one-story addition to the three-story buildings and construct two five story buildings attached to the existing residential structures.

The 165,936 square foot structure will house 10 studio apartments, 100-one-bedroom units, 70 two-bedroom units and 20 three-bedroom units. A 10% set aside for workforce housing will be provided. Total project costs are \$49.310 million. A 25-year PILOT has been established with four full-time and one part-time positions added.

Four hundred twenty-eight (428) apartment units with a retail component received benefits for \$212.256 million for a development at 111 Hempstead turnpike, West Hempstead.

The current situs has a 300,005 square foot vacant building that is to be demolished. In its place, two four story buildings with the apartment unit's breakdown consisting of 38 studios, one bathroom, 173 one-bedroom, 153 two-bedroom, two-bathroom apartments and 64 three-bedroom, two-bathroom units provided. A twenty-year PILOT was authorized. Seven full time jobs will be created by the second year.

As 2023 closes, the Agency expects an active new year. Several office and housing proposals are already well along in the application process. The demand for such initiatives remains robust and the Agency is anxious to provide the incentives to assist economic development and the growth commitment with the initiatives IDA assistance provides.

Adopted:

Resolution #:

Ayes:    Nays:

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Chairman

**PROCUREMENT AND PURCHASING GUIDELINES OF THE  
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY**

The Agency shall make no purchases of supplies, equipment or materials nor shall the Agency contract for the purchase of supplies, equipment or materials except as follows:

a. When the cost of the supply, equipment, services or material involved should reasonably be expected to cost in excess of ten thousand dollars (\$10,000), the item to be purchased shall be formally bid and the purchase made from the lowest responsible bidder.

b. When the cost of the supply, equipment, services or material involved should reasonably be expected to cost in excess of three thousand dollars (\$3,000) but not more than ten thousand dollars (\$10,000), written price quotations shall be obtained from not fewer than three (3) vendors and the purchase made after all such quotations are evaluated by the Agency.

c. When the cost of the supply, equipment, services or material involved should reasonably be expected to cost in excess of one thousand dollars (\$1,000) but not more than three thousand dollars (\$3,000), written price quotations shall be obtained from not fewer than two (2) vendors and the purchase made after all such quotations are evaluated by the Agency.

d. When the cost of the supply, equipment, services or material involved should reasonably be expected to cost in excess of two hundred fifty dollars (\$250) but not more than one thousand dollars (\$1,000), oral price quotations shall be obtained from not fewer than two vendors (2) and the purchase made after all such quotations are evaluated by the Agency.

d-1. The IDA will include a summary of the Agency's policies and prohibitions in solicitation of bids, proposals and procurement contracts, All solicitations will include a contact name for the Agency.

e. No solicitation of price quotations shall be required in the following instances:

e-1. when the cost of the supply, equipment or material involved is two hundred fifty dollars (\$250) or less,

e-2. when the purchase is of professional services,

e-3. when the purchase is necessitated by a *bona fide* emergency, which emergency is described in writing by the Agency member or employee declaring same, ratified by telephone by not fewer than a majority of members and ratified by resolution at the next meeting of the Agency,

e-4. when the supply, equipment or material sought to be purchased is available only through a single source,

e-5. when the supply, equipment or material is being purchased from a correctional facility, another governmental Agency or an Agency serving the blind or severely handicapped, or at auction, or

e-6. when the supply, equipment or material is being purchased under a town, county or state contract.

As used in section e-3 hereof, the term "majority of members" shall mean a number of members equal to more than fifty percent (50%) of the difference between seven (7) and the number of IDA memberships, which are vacant at the time of the vote.

f. Should impermissible contact be made by a vendor, contractor or company during the procurement and purchasing process, Agency Counsel will be contacted to investigate the allegations.

Adopted by Governance Committee: 2/27/24

Adopted:

Resolution Number: 013-2024

Ayes:

Nays:

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Chairman

# **SELF-EVALUATION POLICY & PROCEDURES**

## **TOWN OF HEMPSTEAD**

### **INDUSTRIAL DEVELOPMENT AGENCY**

2024

Self-analysis & internal evaluation of IDA procedures and policies is a crucial and difficult area to objectively calculate. The Agency considers that the policies and procedures that are currently in place ensure productivity, efficiency and financial “checks and balances” on the members and staff who run the day-to-day operations.

The staff literally, on a weekly basis, reviews operations to ensure that the agency is fulfilling its mandate to spur economic development. This includes procedures to comply with state requirements, reaching out to prospective clients and updating projects in the pipeline.

Any procedural or policy changes are discussed with both Agency counsel and board members serving on the Agency committee that have jurisdiction over the particular area involved.

The status of all projects is updated for board members through a monthly CEO’s Report, which includes general updates as to Agency operations, finances, procedures and policies.

Our outside accountants independently audit our books and finances to evaluate from their perspective as detached financial analysts, IDA procedures, policies and compliance with state requirements.

#### Specific roles:

- 1) CEO – Primary responsibility is the implementation of enacted procedures and policies of the Agency. The CEO is the staff person who is primarily responsible to ensure that the enacted resolutions and adopted policies and procedures are fully implemented. These formal actions, together with the operational methodology, govern the manner in which the agency conducts business.

As such, the CEO coordinates all Agency activities to effectuate the mission statement and the outreach to the economic and business community to generate an awareness of the Agency’s role and to spur project development.

The CEO further ensures that internal controls are in place and that the budget is within projections established both prior to the budgetary year and as the year unfolds. The CEO oversees the other personnel and interacts, on an ongoing basis, with the Agency council and chairs of the various committees with jurisdiction over the Agency’s operations.

The CEO, as designated chief exponent of IDA business, frequently speaks before economic groups, participates in forums and visits existing projects and potential ones to explain IDA benefits and the Agency's role in economic development.

The CEO and CFO are bank signatories and oversee the income and expenditures of the Agency. The CEO opens and reviews all bank statements to ensure postings comply with bank reports. The Agency Administrator and Deputy Agency Administrator tend to the Agency's daily financial operations and bookkeeping.

- 2) The CFO and Deputy Finance Officer oversee status of project compliance through an online spreadsheet program that includes all material data for each Agency project. This program is updated for accuracy and provides an ongoing tally of projects and the status and composite of all projects.
- 3) The CFO Independently reviews each check and wire that is submitted for induced projects. Thus, the CFO and the Agency Administrator act independently to account for all revenues that are received and invested by the Agency. In addition, the Agency Admin. is responsible for the day-to-day expenditures of the Agency and the related record keeping. Claim forms are attached to every bill and checks are signed by one of the bank signatories. The Agency Administrator is not one of the bank signatories. The CFO oversees PILOT banking and disbursement. The Deputy Financial Officer is responsible for the PILOT billing and collection.
- 4) Fees or other income earned by the Agency are prudently invested with commercial banks in Certificates of Deposit. On an ongoing basis, staff receives and verifies documentation to ensure that all accounts are adequately collateralized and the Agency's investments are protected. The CEO frequently contacts Commercial banks to ascertain the highest rates earned on a 30, 60, 90 day or longer basis. Moneys are transferred and deposited amongst the highest paying financial institutions. The CEO periodically speaks with the Town of Hempstead Comptroller's Office to ensure that the Agency has the most recent investing information concerning financial institutions as the Town, which engages in such activity on a daily basis. The CEO reviews the overall investments with the CFO and Deputy FO and reports his findings to the Chairman of the Finance Committee.
- 5) The Deputy Executive Director reconciles the PILOT accounts monthly and is the staff person responsible for the application processing.

As economic development is the key reason for the existence of the Agency, continuous outreach to the business, real estate and development communities is a crucial aspect of the daily operation of the CEO and staff.

Constant perusal of periodicals, updates to developers, brokers and business persons, as well as, onsite meetings with elected officials & members of the economic development community ensure that the Agency and the benefits it

provides are well known to all these key groups.

The CEO prepares a monthly report of potential projects, inquiries and solicitations that serves as a basis to track agency involvement. This report is presented to the board at its monthly meetings.

These formal internal procedures, as well as the documentation produced, provide the Agency with a structure that ensures a constant self-evaluation of its staff, procedures and overall operation.

Adopted by Governance Committee: 2/27/24

Resolution: 014-2024

Adopted:

Ayes:

Nays:

Chairman: \_\_\_\_\_

Town of Hempstead  
Industrial Development Agency  
**CODE OF ETHICS**

This Code of Ethics shall apply to all officers and employees of the Town of Hempstead IDA. These policies shall serve as a guide for official conduct and are intended to enhance the ethical and professional performance of the Authority's directors and employees and to preserve public confidence in the Authority's mission.

**Responsibility of Directors and Employees**

1. Directors and employees shall perform their duties with transparency, without favor and refrain from engaging in outside matters of financial or personal interest, including other employment, that could impair independence of judgment, or prevent the proper exercise of one's official duties.
2. Directors and employees shall not directly or indirectly, make, advise, or assist any person to make any financial investment based upon information available through the director's or employee's official position that could create any conflict between their public duties and interests and their private interests.
3. Directors and employees shall not accept or receive any gift or gratuities where the circumstances would permit the inference that: (a) the gift is intended to influence the individual in the performance of official business or (b) the gift constitutes a tip, reward, or sign of appreciation for any official act by the individual. This prohibition extends to any form of financial payments, services, loans, travel reimbursement, entertainment, hospitality, thing or promise from any entity doing business with or before the Authority.
4. Directors and employees shall not use or attempt to use their official position with the Authority to secure unwarranted privileges for themselves, members of their family or others, including employment with the Authority or contracts for materials or services with the Authority.
5. Directors and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be affected by the position of or relationship with any other party, or that they are acting in violation of their public trust.
6. Directors and employees may not engage in any official transaction with an outside entity in which they have a direct or indirect financial interest that may reasonably conflict with the proper discharge of their official duties.

7. Directors and employees shall manage all matters within the scope of the Authority's mission independent of any other affiliations or employment. Directors, including ex officio board members, and employees employed by more than one government shall strive to fulfill their professional responsibility to the Authority without bias and shall support the Authority's mission to the fullest.

8. Directors and employees shall not use Authority property, including equipment, telephones, vehicles, computers, or other resources, or disclose information acquired in the course of their official duties in a manner inconsistent with State or local law or policy and the Authority's mission and goals.

9. Directors and employees are prohibited from appearing or practicing before the Authority for two (2) years following employment with the Authority, consistent with the provisions of Public Officers Law.

### **Implementation of Code of Ethics**

This Code of Ethics shall be provided to all directors and employees upon commencement of employment or appointment and shall be reviewed annually by the Governance Committee. The board may designate an Ethics Officer, who shall report to the board and shall have the following duties:

- Counsel in confidence Authority directors and employees who seek advice about ethical behavior.
- Receive and investigate complaints about possible ethics violations.
- Dismiss complaints found to be without substance.
- Prepare an investigative report of their findings for action by the Chief Executive Officer or the board.
- Record the receipt of gifts or gratuities of any kind received by a director or employee, who shall notify the Ethics Officer within 48 hours of receipt of such gifts and gratuities.

### **Penalties**

In addition to any penalty contained in any other provision of law, an Authority director or employee who knowingly and intentionally violates any of the provisions of this code may be removed in the manner provided for in law, rules or regulations.



### **Reporting Unethical Behavior**

Employees and directors are required to report possible unethical behavior by a director or employee of the Authority to the Ethics Officer. Employees and directors may file ethics complaints anonymously and are protected from retaliation by the policies adopted by the Authority.

Adopted by Governance Committee: 2/27/24

Resolution Number: 015-2024

Adopted:

Ayes:

Nays:

# ***INVESTMENT POLICY & GUIDELINES***

## ***TOWN OF HEMPSTEAD***

### ***INDUSTRIAL DEVELOPMENT AGENCY***

***(2024)***

#### **SCOPE**

This investment policy applies to all moneys and other financial resources of the IDA available for investment.

#### **OBJECTIVES**

The primary objectives of the Town of Hempstead Industrial Development Agency's (hereafter TOHIDA) investment policies are:

- To conform with all applicable federal, state, town, and other legal requirements (legal)
- To adequately safeguard principal (safety)
- To provide sufficient liquidity to meet all operating requirements (liquidity)
- To obtain a reasonable rate of return (yield)

#### **DELEGATION OF AUTHORITY**

The TOHIDA board's responsibility for administration of the investment program is delegated to the CEO pursuant to resolution by the board. The CEO, with the assistance of the Investment Committee, establishes written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates and other relevant information and to regulate the activities of subordinate employees.

#### **PRUDENCE**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the TOHIDA to operate effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process are required to refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Currently, actual deposits are restricted to commercial banks with little chance of loss of finances. Review of ongoing accounts is straight forward due to the nature of the placement of assets in interest bearing or checking accounts.

### DIVERSIFICATION

It is the policy of the TOHIDA to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

### INTERNAL CONTROLS

Subject to Investment Committee and Board approval, The CEO is responsible for establishing and maintaining an internal control structure to provide reasonable assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with the board's authorization and are recorded properly, and managed in compliance with applicable laws and regulations.

### DESIGNATION OF DEPOSITORIES

All banks and trust companies are authorized for the deposit of monies by the Town of Hempstead.

### COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, §10, all deposits of TOHIDA, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by a pledge of "eligible securities" which may include irrevocable letters of credit or surety bonds as well as those securities as authorized pursuant to the General Municipal Law, §10 with an aggregate "market value", or provided by General Municipal Law.

### SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by (the depository and/or a third party) bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure TOHIDA deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events, which will enable the TOHIDA to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in

the name of the TOHIDA, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the TOHIDA or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the TOHIDA, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution, or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the TOHIDA a perfected interest in the securities.

#### PERMITTED INVESTMENTS

As authorized by General Municipal Law, §11, the TOHIDA shall authorize the CEO to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts
- Certificates of deposit
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America
- Obligations of the State of New York

Resolution: 017 - 2024  
Adopted: March 19, 2024  
Aye:  
Nay:

Chairman \_\_\_\_\_

# TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY ASSESSMENT OF EFFECTIVENESS OF INTERNAL CONTROL STRUCTURE AND PROCEDURES 2024

## **A. Mission & IDA's Major Business Functions:**

The mission of the Town of Hempstead IDA is to grow business, and enhance housing opportunities and job creation within its jurisdiction. The IDA seeks to accomplish these goals through the incentives authorized by the General Municipal Law and the IDA Act. These include property tax abatement through "Payments in Lieu of Taxes" (PILOTS) as well as exemption from both sales and use taxes to a project's construction and development costs and waiver the New York State Mortgage Recording Tax.

The IDA can provide assistance in both "straight lease" transactions with conventional financing or through bonds. IDA involvement in a project enhances the economic health of a wide range of private sector institutions beyond the benefits extended to the particular applicants. These include the financial sector, construction industry, employment with jobs of every categorization and the impact that such economic activity has on businesses.

## **B. Risks Associated with Agency's Operations:**

In any enterprise where revenues are generated and payments made, there is the potential for fraud or theft.

Hence, the revenues generated by the transactions undertaken by the IDA are safeguarded through stringent agency controls. The Agency Administrator handles these finances in terms of checking and bank accounts. The CEO reviews and oversees such administrative operations independently. Resolutions for payment authorization are created by the CFO.

The purchase of any service is approved by the CFO who prepares a Resolution for consideration by the IDA Board. The Chairman of the Finance Committee, who is a member of the board, independently reviews all such financial activities.

Every transaction is considered as having the potential for abuse and receives such heightened procedural controls to prevent both the potential for abuse or lax treatment.

Ongoing discussions with the agency's auditors, who diligently question and scrutinize internal controls, reinforces the agency's preoccupation with functional risks.

### **C. Internal Control Systems In Place:**

The internal control structure and procedures of the Town of Hempstead IDA are reviewed by the staff as well as by our independent accountants annually. These controls are adopted by both the committee and full board.

The Agency's established internal controls and procedures are the result of extensive discussions and review by our outside independent accountants who present a detailed questionnaire that addresses every aspect of IDA operations. Each of the IDA staff members and the Chairman of our Investment and Audit Committees respond to the inquiries by our accountants who then independently evaluate our operation and comment upon it in the annual report.

As part of its ongoing self-analysis of its operations, the IDA staff re-evaluate internal control procedures to ensure that a clear delineation of responsibilities were incorporated into all operations. These discussions and findings were reviewed by both board members and the IDA's independent auditors. For example, IDA revenues & capital are placed in various financial institutions in collateralized CD accounts. These are periodically received to ensure that the best return in interest is secured. The administration of that cash and all check writing is the responsibility of the Agency Administrator. The CEO independently reviews all assets at financial institutions to insure that the accounts square with the office accounts. On an ongoing basis, the CEO reviews bank submissions to make sure that the collateral pledged to secure IDA deposits provides adequate security.

Furthermore, the staff discusses financial operations on a weekly, if not, on a more frequent basis. All expenditures are submitted by staff to the board for approval by resolution. Low cost purchases are itemized and these items, which normally include supplies (pens, paper, water cooler), are paid by check as well as pursuant to a standing resolution approved by the board. The CEO reviews all such payments made by the Agency Administrator.

The staff constantly updates the projected revenues and expenditures as well as the overall budget to ensure that the filings are consistent with the projections made prior to the fiscal year.

The Investment Chairman of the IDA Board is provided with all financial claims, payments and budget updates on a regular basis. The Investment Committee and each of the IDA Board members are presented with all such budgetary materials prior to each of its monthly meetings. Minor expenditures are explained pursuant to the standing resolution and specific expenditures are each approved by the board by resolution.

Any and all purchases of services and larger items are conducted pursuant to the IDA's Purchasing/Procurement Policy and Guidelines.

The Investment Policy is conducted pursuant to the resolutions enacted by our board and the laws of New York State that regulate governmental authorities and municipalities. Income generated is invested solely in prudent institutions, which are commercial banks, presently, that offer the highest rate of return. Hence, such assets are fully protected against loss and constitute what can only be categorized as the lowest level of risk. As previously stated herein, the CEO periodically updates the rates offered by each of the commercial banks to guarantee the highest rate of return. Principal is reinvested periodically to reflect such fluctuation in the rates.

**D. Extent To Which The Internal Control System Is Effective:**

The division of responsibilities and the independent review, set forth in the Agency's procedures over its operation, create a multi-leveled structure that virtually precludes abuse and ensures the timely and quick exposure of any indiscretion.

Supporting this observation as to the excellence of the agency's internal control is the review completed by the Agency's outside accountants who question each employee as to the nature and effectiveness of the internal controls in place. Each employee justifies, before the independent accountant, the manner in which the stated procedures and controls actually function. (See document from Sheehan & Company).

**E. Corrective Action:**

Any inappropriate action discovered within the agency operations would be referred to the Agency's independent counsel for review and recommended action by the IDA Board.

The Agency's Code of Conduct and Ethics determine the course to be adopted from internal discipline for minor infractions to referral to the District Attorney in the event of criminal activity.

Resolution# 016-2024

Adopted: March 19, 2024

Aye:

Nay:

Chairman \_\_\_\_\_

## RESOLUTION

### TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

Informational Breakfast Meeting  
Wednesday, April 17, 2024  
Coral House, Baldwin, NY

WHEREAS, the Town of Hempstead Industrial Development Agency endeavors to promote the sharing and exchanging of information with governmental and business leaders, commercial real estate developers and attorneys in the Town of Hempstead; and

WHEREAS, the Agency seeks to host an informational breakfast meeting for the local government and commercial real estate community on Wednesday, April 17, 2024 from 8:30 to 10:30 a.m.; and

WHEREAS, the Agency seeks to enter into a contract with Coral House of Milburn Lake, 70 Milburn Avenue, Baldwin, NY 11510, to host the breakfast meeting for a price per person of \$60.80, inclusive of all taxes and fees for a maximum of 160 attendees;

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Industrial Development Agency authorizes payment to Coral House of Milburn Lake, 70 Milburn Avenue, Baldwin, NY 11510 for an amount not to exceed \$9,728.00.

Resolution Number: 009-2024

Adopted:

Ayes:

Nays:

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Chairman



No. 11498



70 Milburn Avenue • Baldwin, NY 11510 • 516-223-6500  
www.coralhouse.com

Contact TOWN OF HEMPSTEAD IDA

Address 350 FRONT ST.  
City HEMPSTEAD State NY Zip Code 11550

Phone (evening) LAURA TOMEO 516-414-6578

Phone (daytime) FRED PARELLA 516-812-3134

Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Ceremony ☐ Yes ☒ No From: \_\_\_\_\_ To: \_\_\_\_\_

Room \_\_\_\_\_

Cocktail Hour ☐ Yes ☒ No Reception ☒ Yes ☐ No

From: \_\_\_\_\_ To: \_\_\_\_\_ From: 8:30 To: 10:30

Room \_\_\_\_\_

Room COLONIAL

MUFFINS / RAGS / DRESS

FRESH FRUIT

EGGS / HAM / BREAD

BACON / SAUSAGE

CHOCOLATE WAFLES / FRUIT TRAIL

Liquor ☐ Yes ☒ No From: \_\_\_\_\_ To: \_\_\_\_\_

COFFEE / TEA / JUICE

Cake ☐ Yes ☐ No Filling: \_\_\_\_\_

Inscription: \_\_\_\_\_

Menu Cards ☐ Yes ☒ No Place Cards ☐ Yes ☒ No

Candles ☐ Yes ☒ No Centerpieces ☐ Yes ☒ No

Valet Service \_\_\_\_\_ Number \_\_\_\_\_

Security \_\_\_\_\_

Caterer reserves the right to require security personnel at any event.

Please see reverse side for the terms and conditions of this Agreement with CatererInn. By signing this Agreement you have agreed to comply with these Terms and Conditions. READ, UNDERSTOOD AND AGREED.

Patron Signature \_\_\_\_\_

Date \_\_\_\_\_

Manager \_\_\_\_\_

Date 3/7/24

Please note this agreement is subject to the terms and conditions listed below. Patron acknowledges having read, understood and agreed to the terms and conditions.

#### Catering Contract:

1. Caterer agrees to reserve its services for the date and affair specified herein and agrees to cater said affair. The Patron agrees and undertakes that the affair shall take place on the date specified with the provisions herein. The premises shall be used solely for the purposes intended and hired. Patron shall comply with all requirements of law, ordinances, orders, regulations of Federal, State, County and municipal authorities having jurisdiction over it as well as all rules and regulations established by the Caterer. No alcoholic beverages will be served to any person under the age of twenty-one. The Caterer reserves the right to refuse to serve alcoholic beverages to any person, if it reasonably believes that such service can be a violation of the laws of the State of New York.

2. **GUARANTEE:** Customer (hereinafter referred to as "Patron") will give Minimum 10 days notice prior to the date of the function to set the final number of guests to be in attendance. The minimum shall not be less than indicated on the face of this contract. Patron is responsible for the full payment of this guaranteed minimum even if actual attendance is less. Increases above the guaranteed minimum must be paid at the time of final payment which is not less than 10 days prior to the event date. All arrangements as to menu and function details (i.e., flowers, cake, linen, etc.) must be finished 4-6 weeks prior to the date of the function. If client's occupancy exceeds time period agreed upon, Client agrees to pay overtime fees in the amount of \$12.00 per guest, per hour, which shall be calculated and charged in quarterly (fifteen minute) increments for any excess usage of the premises.

3. **PAYMENT ON ACCOUNT:** (a) A patron shall make a series of non-refundable payments on account, hereinafter called deposits. For events with a guaranteed guest count up to 99 guests, a payment of \$500.00 is due upon the execution of this contract. Thereafter, additional payments are required as follows: \$500 within one month from date of contract, \$500.00 within 2 months from date of contract, \$500.00 within 3 months from date of contract, \$500.00 within 4 months from date of contract, \$500.00 within 5 months from date of contract, yielding a non-refundable total of \$3,000.00. For events with a guaranteed guest count up to 100 or more guests, a payment of \$1,000.00 is due upon the execution of this contract. Thereafter, additional payments are required as follows: \$1,000.00 within one month from date of contract, \$1,000.00 within 2 months from date of contract, \$1,000.00 within 3 months from date of contract, \$1,000.00 within 4 months from date of contract, \$1,000.00 within 5 months from date of contract, yielding a non-refundable total of \$6,000.00. ONLY THESE DEPOSIT PAYMENTS MAY BE MADE BY CREDIT CARD. All further payments and the final payment must be made by bank check, certified check or cash not less than 10 days prior to scheduled event. Caterer reserves the right to require an additional deposit

Name TOWN OF HEMPSTEAD  
INTERNATIONAL DEVELOPMENT AGENCY

Guest (s) of Honor \_\_\_\_\_

Type of Event BREAKFAST

Day & Date WED APRIL 17, 2024

Time From: 8:30 To: 10:30

Room (s) COLONIAL SKULEGHT

Approximate Number of Guests 50+

Guaranteed Minimum of Guests 50

Date Booked: 3/7/24

By: FRANK ERASMO

#### PAYMENT SCHEDULE

\$ 500 DUE UPON SIGNING CONTRACT

\$ \_\_\_\_\_ due \_\_\_\_\_ Rec'd \_\_\_\_\_ on \_\_\_\_\_ Total \_\_\_\_\_

\$ \_\_\_\_\_ due \_\_\_\_\_ Rec'd \_\_\_\_\_ on \_\_\_\_\_ Total \_\_\_\_\_

\$ \_\_\_\_\_ due \_\_\_\_\_ Rec'd \_\_\_\_\_ on \_\_\_\_\_ Total \_\_\_\_\_

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\$ \_\_\_\_\_ due \_\_\_\_\_ Rec'd \_\_\_\_\_ on \_\_\_\_\_ Total \_\_\_\_\_

\$ \_\_\_\_\_ due \_\_\_\_\_ Rec'd \_\_\_\_\_ on \_\_\_\_\_ Total \_\_\_\_\_

\$ \_\_\_\_\_ due \_\_\_\_\_ Rec'd \_\_\_\_\_ on \_\_\_\_\_ Total \_\_\_\_\_

#### SPECIAL NOTES:

Maitre d' 2:00 P

Per Person \$ 49 TAX EXEMPT

**\*\*Administrative Fee 20%\***  
**(See #19 on reverse side)**

Payments toward the above event are non-refundable. All late payments are subject to a \$150 fee plus interest. Please see standard terms & conditions on reverse side.  
\* FINAL BALANCE SHALL BE PAID WITH MONEY ORDER, CERTIFIED BANK CHECK or CASH. CREDIT CARDS ARE NOT ACCEPTED.

which would bring the total amount of non-refundable payments on account up to 50% of the total minimum guaranteed contract price of the function. If such additional deposit is required by the Caterer, the patron shall be notified no earlier than 9 months prior to the date of the scheduled function, and the patron agrees to make such additional deposit within 30 days after notice is given by the Caterer. Payment in full of the balance of the entire contract price must be made in cash, or by Certified or Bank Check at least ten (10) days prior to the date of the event, and if such payment is not made, the Caterer may terminate this Agreement and retain all or part of the patron's payment, in accordance with the provisions of Section 4. The Caterer reserves the right to modify this payment schedule if the party is booked less than one year in advance of the contract date. (b) If any of the payments required to be made by Patron, pursuant to subparagraph (a), above, is not made when it is scheduled to be made, Patron shall be in default. If such default in payment continues thereafter for thirty (30) days, the Caterer shall be entitled to terminate this Agreement by giving Patron, written Notice of Termination. Notice of Termination shall be deemed to have been given when it is deposited in the United States mail, addressed to the Patron's address as set forth on the face of this Agreement. Upon the giving of Notice of Termination, as described in this Paragraph, this Agreement shall terminate, and the provisions of this Agreement with respect to Cancellation shall then apply, as set forth in Paragraph 4.

**4. CANCELLATION:** If patron breaches this Agreement or otherwise cancels his/her events the Caterer will retain all payments made on account as liquidated damages. The Caterer will use its best efforts to re-book the event space/date which is made available by patron's breach or cancellation. In the event that such space/date cannot be re-booked, patron is responsible for 50% of the contract guaranteed amount. If the event space/date is re-booked and the newly booked event is priced at the guaranteed minimum price and head count which meets or exceeds the patron's cancelled event, patron is responsible for an administrative fee of 20% of the contracted minimum guaranteed amount. In the event that the newly booked event has a guaranteed amount (head count x per head charge) which is less than the cancelled event, Patron is responsible for the deficiency between the guaranteed minimum costs of the two events.

**5. PROVISION OF ALCOHOL BEVERAGES OR FOOD:** Neither the patron nor any of the patron's guests or invitees may bring or remove any beverage, alcohol or food of any kind into or from the premises. Vintage or preferred wines, champagnes, or hard liquors, etc. must be procured from the Caterer. Written Authorization is required for an exception to this rule.

6. No orchestra, florist, photographer or other Vendor will be permitted to perform any service to Patron's affair unless said orchestra, florist, photographer or other Vendor maintains a policy of liability insurance covering their services upon the premises where said affair shall be conducted. Said policy of insurance shall be issued by a New York State licensed Insurance company with an "A+" Best rating naming the Caterer as an additional insured and containing at least \$2,000,000.00 in general liability coverage with a \$2,000,000.00 umbrella, as well as compensation coverage as required by the New York Workers' Compensation Act. A certificate representing that such insurance is in effect shall be delivered to the Caterer no less than thirty (30) days prior to the date of the affair. In absence of such certificate, the Patron agrees to be personally responsible for and to indemnify and hold harmless both the Caterer and or location for any injuries which may be suffered by any person during the conduct of Patron's affair as a result of any act of negligence by any of the concessionaires or persons contracted by the Patron, notwithstanding any act of negligence on the part of the Caterer. Caterer may prohibit any Vendor which does not fully comply with these insurance requirements from being on premises. All outside vendors must contact the Caterer not less than 48 hours prior to event for check-in procedure. Vendors are not permitted to consume alcoholic beverages. The Caterer reserves the right to exclude any outside vendor.

7. The Caterer shall have no responsibility or liability for failure to supply any service when prevented from doing so by strike, labor dispute, accident, weather, public emergency or otherwise caused beyond the reasonable control of the Caterer, or by orders or regulations of any government authority including the right of eminent domain proceedings, or failure of fuel, water, gas or electric supply, air conditioning or any other facility, nor shall same constitute a breach of agreement by Caterer. The Caterer shall not be responsible for damage caused by any casualty loss to any item or personal property or property damage including vehicles.

8. The person(s) executing this agreement as and/or on behalf of the Patron expressly represent that he or she is authorized to execute this agreement on behalf of said organizations and/or person(s). Where Patron is an organization whether corporate, association, partnership, club or otherwise, this agreement shall be fully binding upon the person executing on behalf of said Patron as well as upon said Patron.

9. In the event that the premises shall have been previously booked for another affair, the Caterer shall have the right to cancel the within affair by mailing notice thereof to the Patron within three (3) days after discovery of such double booking, in which event the Caterer shall repay to the Patron the initial deposit and upon such repayment, this agreement shall become of no further force and effect, and the Caterer shall have no further liability hereunder.

10. This agreement is not assignable or otherwise transferable by the Patron. This agreement constitutes the entire agreement between the parties herein. Except as herein provided no modification hereof shall be of any force and effect unless it is in writing and signed by the party against whom enforcement of such modifications is sought. No right of the Caterer hereunder may be waived, released, surrendered, compromised, altered or otherwise amended in any way whatsoever except in a writing signed by a corporate officer of the Caterer. This contract cannot be modified or changed verbally. Cancellations must be made in writing and sent to Caterer at the address on the first page of this agreement.

11. In the event that any part of this agreement is held invalid or unenforceable, and in the event that the Patron cancels, repudiates or otherwise breaches this agreement for any cause or reason whatsoever, including, but not limited to postponement or cancellation of the event to be celebrated at the affair, Caterer may elect to hold Patron liable for the actual, general and special damages sustained by the Caterer, including, but not limited to the Caterer's loss of profit.

**12. CONDUCT OF THE EVENT:** Patron undertakes to conduct the function in an orderly manner. Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the operator's premises during any time such premises have been contracted to the patron. Patron hereby indemnifies, defends and holds harmless the Caterer, against any and all claims, liabilities or costs (including reasonable attorney's fees, whether by reason of personal injury or death, property damage or otherwise) arising out of or connected with the function or this agreement, caused or contributed by the negligence OR INTENTIONAL ACT of the patron, or any of its guests, or invitees or vendors. The use of confetti, candles, sparklers or pyrotechnics is strictly prohibited.

**13. EXCUSED NON-PERFORMANCE:** If for any reasons beyond its control the Caterer is unable to perform its obligations under this agreement, such non-performance is excused and the Caterer may terminate this agreement without further liability of any nature, upon return of patron's deposit. In no event shall the Caterer be liable for consequential damages of any nature, for any reason, whatsoever. Furthermore, the Caterer reserves the right to cancel the event if it is determined such an event will cause an unacceptable disturbance in the premises and/or the surrounding community. If for any reason the space reserved is not available for the event, the Caterer may substitute other space on the premises, and patron agrees to accept such substitutions.

**14. LOST OR DAMAGED PROPERTY:** The patron and its guests or invitees assume full responsibility for any article of clothing or personal property checked, stored or brought on the Caterer premises either prior to, during or following the event. The Caterer shall not be responsible or liable, for any reason, including the loss, damage theft or abandonment of such items. The patron and its guests and invitees assume full responsibility for any damage or loss suffered for cars parked on or adjacent to the Caterer without any liability on the part of the Caterer. Due to space restrictions, the Caterer cannot accept or hold favors, decorations, or any additional items. Special arrangements may be made in advance for storage and placement at an additional service fee.

**15. WHOLE AGREEMENT AND MERGER:** This Agreement constitutes the entire understanding between the parties, and each party acknowledges that no representations or warranties have been made by either party to the other, or by anyone else, except as expressly set forth in this agreement. Each party acknowledges that they are executing this agreement solely upon the representations contained herein, and not upon any other representations not expressly set forth herein. The parties agree that any prior representations made by either one of them to the other, or by anyone else, are expressly merged herein.

**16. COLLECTION COSTS:** In the event that any amounts due hereunder to the Caterer or its agents, servants or employees are collected by law, as through an attorney-at-law, all costs of collection including reasonable attorney's fees and costs, shall be paid by the patron.

17. Any controversy, claim or dispute arising out of or relating to this contract/agreement, or the breach thereof shall be determined by arbitration pursuant to the Commercial Arbitration Rules of Click and Settle.com, Inc. (a Parent Company of National Arbitration and Mediation ("NAM")) in effect on the date the claim is filed with NAM. The arbitration shall be held at the offices of NAM maintained in the County of Nassau, State of New York. Any award made by the arbitrator shall be committed to a judgment to be entered in any Court having competent jurisdiction. Any and all fees of such arbitration, inclusive or reasonable attorney's fees shall be borne solely by the party against whom such award is rendered, and the parties herein consent to the inclusion of same within the arbitration award.

18. If any payment due under this contract is not received by Caterer from Patron on the date due, Caterer is entitled to cancel here in, and any monies paid on account shall be deemed forfeited. Any payments received and accepted after the date due for payment shall be subject to a \$150 late fee and a 9% per annum interest charge (prorated on a per diem basis). In the event payment, penalty and interest are accepted by the Caterer for late payment, Caterer reserves the right to restate the contract.

**19. \*ADMINISTRATIVE CHARGE IS NOT A GRATUITY FOR SERVICE EMPLOYEES. It is a charge for the administration of this event. The administrative charge is for administration of the banquet, special function or package. It is not purported to be a gratuity, and will not be distributed as gratuities to the employees who provided service to the guests.**

TOWN OF HEMPSTEAD



Industrial  
Development Agency

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

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

**Frederick E. Parola**  
Chief Executive Officer

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

February 27, 2024, 9:00 a.m.  
Old Court Room, 350 Front Street, 2<sup>nd</sup> Floor, Hempstead

**Agenda: Village Business: Village of Freeport: Village of Hempstead: New Business:** Consideration of a Tenant Consent for Valley Stream Green Acres – Sun Wei, 2034 Green Acres Mall, Valley Stream, **New Business – Other,** CEO's Report, Discussion and Consideration of the Construction (Prevailing) Wage Policy (tabled from January), Discussion: Trust Account for Post-Retirement Health Insurance Benefits, Compliance 2023 Update, Summary of Confidential Evaluation of Board Performance 2023, Summary of Board Self-Evaluation forms, Bond Allocation for 2024 (tabled from January), **Old Business: Reading and Approval of Previous Meeting Minutes:** Consideration and Adoption of the Minutes of January 23, 2024, **Report of the Treasurer:** Financial Statements and Expenditure List: January 17, 2024 – February 20, 2024, **Executive Session, Adjournment**

**Those in attendance:**

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

**Excused:**

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

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

**Village of Hempstead:** No New Business

**New Business:**

**Consideration of a Tenant Consent for Valley Stream Green Acres – San Wei, 2034 Green Acres Mall, Valley Stream:**

Tom Grech made a motion to approve a Tenant Consent for Valley Stream Green Acres – San Wei, 2034 Green Acres Mall, Valley Stream. The tenant will occupy approximately 828 square feet of space and will create approximately (4) jobs. The average salary will range from \$38,000.00 - \$45,000.00. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

**New Business -Other:**

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

**Discussion and Consideration of the Construction Wage Policy (Prevailing Wage Policy):** Fred Parola and Edie Longo addressed the board on the New York State Construction (Prevailing) Wage Policy. Flo Girardi made a motion to adopt the Construction Wage Policy as adopted by the Governance Committee. This motion was seconded by Jack Majkut. All were in favor. Motion carried.

**Discussion: Trust Account for Post-Retirement Health Insurance Benefits:** Edie Longo made a note that Bill Weir, from Nixon Peabody is currently working on the trust account for the Post-Retirement Health Insurance Benefits. No vote needed.

**Compliance 2023 Update:** Arlyn Eames updated the board on the 2023 Compliance. No vote needed.

**Summary of Confidential Evaluation of Board Performance 2023:** Arlyn Eames updated the board on the responses she received. No vote needed.

**Summary of Board Self-Evaluation forms:** This item was tabled.

**Bond Allocation for 2024:** The Board was informed of the 2024 Bond Allocation in the amount of \$16,396,501.00 available from New York State Department of Economic Development.

**Old Business:**

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

**Minutes of January 23, 2024, Board Meeting:** Eric Mallette made a motion to waive the reading and adopt the minutes of January 23, 2024. 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 January 17, 2024 – February 20, 2024

**Executive Session:** Flo Girardi made a motion to go into executive session at 9:13 a.m. to discuss a matter of potential litigation. 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 9:31 a.m. This motion was seconded by Tom Grech.

All were in favor. Motion carried.

**Committee Updates:** There were no updates.

**Adjournment:** With all business concluded. Flo Girardi made a motion to adjourn the meeting at 9:32 a.m. This motion was seconded by Jack Majkut. All were in favor. Motion carried.

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Jack Majkut, Secretary  
March 19, 2024

9:29 AM  
03/12/24  
Accrual Basis

Town of Hempstead I. D. A.  
Account QuickReport  
As of March 12, 2024

Type	Date	Num	Name	Memo	Split	Amount	Balance
200 · Cash							28,503.11
200-13 · Bank of America - 9419794381-Ck							28,503.11
Check	02/21/2024	31397	Todd Shapiro	Consultant -Fe...	522-01 · Profes...	-2,500.00	26,003.11
Check	02/21/2024	31398	The New York Times	Subscription A...	522-05 · Dues ...	-70.80	25,932.31
Check	02/21/2024	31399	FREDERICK PAROLA	Reimburseme...	522-07 · Office ...	-47.21	25,885.10
Transfer	02/21/2024			Funds Transfe...	200-14 · Bankof...	40,000.00	65,885.10
Check	02/23/2024	52394	PAROLA, FREDERI...	522-52 Pay Pe...	-SPLIT-	-1,817.33	64,067.77
Check	02/23/2024	52395	LONGO, EDITH M.	522-52 Pay Pe...	-SPLIT-	-258.55	63,809.22
Check	02/23/2024	52396	RHOADS, LORRAINE	522-52 Pay Pe...	-SPLIT-	-859.17	62,950.05
Check	02/23/2024	52397	Arlyn C. Eames	522-52 Pay Pe...	-SPLIT-	-3,317.36	59,632.69
Check	02/23/2024	52398	Lodato, Michael	522-52 Pay Pe...	-SPLIT-	-3,016.12	56,616.57
Check	02/23/2024	52399	Laura N. Tomeo	522-52 Pay Pe...	-SPLIT-	-2,343.91	54,272.66
General Journal	02/23/2024	S&Co ...	Bank of America	522-52 Pay Pe...	602-04 · FICA ...	-5,620.24	48,652.42
Check	02/23/2024	electro...	N.Y.S & LOCAL EMP...	Code 51313 F...	-SPLIT-	-853.02	47,799.40
Check	02/28/2024	31400	Optimum	07858-547683...	522-07 · Office ...	-273.17	47,526.23
Check	02/28/2024	31401	AFLAC	NQR44- Invoic...	602-11 · AFLA...	-230.58	47,295.65
Check	02/28/2024	31402	Long Island Business...	2024 GOLD M...	522-05 · Dues ...	-700.00	46,595.65
Check	02/28/2024	31403	READY REFRESH b...	Acct# 042347...	522-07 · Office ...	-80.00	46,515.65
Check	03/05/2024	31404	TOH Department of ...	Health Ins. - I...	522-70 · Health...	-10,475.07	36,040.58
Check	03/08/2024	52400	PAROLA, FREDERI...	522-52 Pay Pe...	-SPLIT-	-1,809.17	34,231.41
Check	03/08/2024	52401	LONGO, EDITH M.	522-52 Pay Pe...	-SPLIT-	-589.11	33,642.30
Check	03/08/2024	52402	RHOADS, LORRAINE	522-52 Pay Pe...	-SPLIT-	-823.68	32,818.62
Check	03/08/2024	52403	Arlyn C. Eames	522-52 Pay Pe...	-SPLIT-	-3,317.35	29,501.27
Check	03/08/2024	52404	Lodato, Michael	522-52 Pay Pe...	-SPLIT-	-3,056.11	26,445.16
Check	03/08/2024	52405	Laura N. Tomeo	522-52 Pay Pe...	-SPLIT-	-2,343.91	24,101.25
General Journal	03/08/2024	GASB...	Bank of America	522-52 Pay Pe...	602-04 · FICA ...	-5,617.47	18,483.78
Check	03/08/2024	31405	Todd Shapiro	Consultant -M...	522-01 · Profes...	-2,500.00	15,983.78
Check	03/08/2024	31406	TOH Dept of General...	RENT March ...	522-12 · Rent E...	-2,500.00	13,483.78
Check	03/08/2024	31407	Town of Hemsptead -...	Postage Febru...	522-19 · Postag...	-88.99	13,394.79
Check	03/08/2024	31408	Camoin Associates	Inv. #20456 Hi...	522-77 · Cost B...	-7,000.00	6,394.79
Transfer	03/08/2024			Funds Transfe...	200-14 · Bankof...	60,000.00	66,394.79
Check	03/11/2024	electro...	PAYCHEX	Payroll Servic...	550-00 · Accrue...	-191.58	66,203.21
Total 200-13 · Bank of America - 9419794381-Ck						37,700.10	66,203.21
Total 200 · Cash						37,700.10	66,203.21
TOTAL						37,700.10	66,203.21

9:27 AM  
03/12/24  
Accrual Basis

# Town of Hempstead I. D. A.

## Balance Sheet

As of March 12, 2024

	Mar 12, 24
<b>ASSETS</b>	
Current Assets	
Other Current Assets	
490-00 · Interest due from PILOT account	-124,801.49
380-01 · Accounts Recievable	17,072.87
Total Other Current Assets	-107,728.62
Checking/Savings	
200-22 · Checking (FNBLI)187009667	10,000.00
200-20 · Severance (FNBLI) 186702585	388,841.24
200-21 · Oper Invest MM(FNBLI) 186702577	405,694.81
200-19 · HlthRetirement (FNBLI)186702593	1,343,235.78
200 · Cash	
200-02 · Petty Cash	63.71
200-13 · Bank of America - 9419794381-Ck	66,203.21
200-14 · BankofAmerica MMS - 9419794402	3,014,675.71
Total 200 · Cash	3,080,942.63
Total Checking/Savings	5,228,714.46
Total Current Assets	5,120,985.84
Fixed Assets	
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
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
450-00 · Leasehold improvement	
450-02 · Accumulated Amort.	-90,950.40
450-02. · Accum. Amortization - 2009 LHI	-5,618.27
450-01 · Leasehold Improvements	14,140.00
450-03 · 2009 Leasehold improvements	84,273.98
Total 450-00 · Leasehold improvement	1,845.31
400-00 · Furniture & Fixtures	
400-02 · Accumulated Depreciation	-27,728.68
400-01 · Furniture and Fixtures	33,542.55
Total 400-00 · Furniture & Fixtures	5,813.87
Total Fixed Assets	7,659.18
Other Assets	
Deferred outflows of resources	
700-1 · Changes in Agency cont GASB68	25,542.00
700-3 · Diff - expect/actual exp GASB68	28,444.00
700-4 · Change in assumptions	129,701.00
700-5 · Diff expected & actual OPEB	520,816.00
700-6 · Change in assumptions OPEB	532,760.00
Total Deferred outflows of resources	1,237,263.00
Total Other Assets	1,237,263.00
<b>TOTAL ASSETS</b>	<b>6,365,908.02</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
602-00 · Payroll Liabilities	
602-09 · NY Unemployment	-1,225.08

9:27 AM  
03/12/24  
Accrual Basis

**Town of Hempstead I. D. A.**  
**Balance Sheet**  
**As of March 12, 2024**

	Mar 12, 24
602-04 · FICA Tax W/H Social Sec.	-0.01
602-05 · FICA Tax W/H Medicare	0.01
602-07 · Disability W/H	36.00
602-01 · Retirement W/H	108.51
602-11 · AFLAC WITHHOLDING	115.29
602-06 · Retirement Loan	318.00
Total 602-00 · Payroll Liabilities	-647.28
550-00 · Accrued Expenses	-600.80
Total Other Current Liabilities	-1,248.08
Total Current Liabilities	-1,248.08
Long Term Liabilities	
602 · -10 Compensated absences	115,824.24
605 · Net pension liability - pro. sh	267,059.00
Deferred inflows of resources	
500-4 · Change in assumptions	1,433.00
500-1 · Difference between expect/act	9,069.00
500-2 · Change in pro - employer & prop	9,285.00
500-5 · Changes in assumption OPEB	337,798.00
Total Deferred inflows of resources	357,585.00
603-00 · Postretirement health benefits	1,939,934.00
Total Long Term Liabilities	2,680,402.24
Total Liabilities	2,679,154.16
Equity	
Net Income	34,802.08
3000 · Opening Bal Equity	498,858.39
909-00 · Fund Balance	3,153,093.39
Total Equity	3,686,753.86
TOTAL LIABILITIES & EQUITY	6,365,908.02