TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY BOARD MEETING

Old Courthouse, 350 Front Street, 2nd Floor AGENDA Tuesday, June 18, 2024, 9:00 AM

 A livestream of the meeting may also be viewed at www.tohida.org . Select "Watch Meetings"

The Assessment will include high path had limited to:

The Agenda will include but not be limited to:

AGENDA:

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

NEW BUSINESS - Presentations:

Presentation by Barclay Damon LLP (tabled from May)

VILLAGE BUSINESS:

Village of Freeport:

Consideration of a <u>Sales Tax Exemption Extension of Time and Extension of Completion Date</u> for **159 Hanse Development LLC** (Natural Foods Inc.), 159 Hanse Avenue, Freeport

Village of Hempstead:

 Presentation and Discussion regarding a potential temporary assignment of the PILOT for Alphamore LLC, 50 Clinton Street, Hempstead, to the Court Appointed Receiver, Harris Beach PLLC

NEW BUSINESS : Applications, Transaction Resolutions:

- Consideration for a <u>Tenant Consent</u> for Claires Boutiques, Inc. for Valley Stream Green Acres, 2034 Green Acres Mall, Valley Stream
- Consideration of awarding the New York State Department of Economic Development <u>2024 Bond Allocation</u> to **B2K Lynbrook LLC**, 8 Freer Street, Lynbrook

NEW BUSINESS - Other:

- CEO's Report
- Consideration of a Resolution for a Health Insurance Buy-back for Laura Tomeo
- Consideration of a Resolution for attendance at the <u>LIBDC Annual Conference</u>, October 9-11, 2024, Montauk
- Consideration of a Resolution to Execute an <u>Intermunicipal Agreement</u> with the Town of Hempstead Department of General Services and Reimburse them for Cost of the Renovation of the "Old Courtroom", 350 Front Street, Hempstead

OLD BUSINESS:

 Consideration of the <u>Personnel Handbook</u>, as presented by the Governance Committee (tabled from May)

Contact: arlyeam@hempsteadny.gov (516) 489-5000, x 3077

 Discussion and Consideration of a <u>Trust Account for Post-Retirement Health</u> <u>Insurance Benefits</u> (tabled from February, March, April, May)

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

Consideration and Adoption of the Minutes of May 21, 2024

REPORT OF THE TREASURER:

• Financial Statements and Expenditure List: May 15, 2024 – June 11, 2024

COMMITTEE UPDATES:

EXECUTIVE SESSION:

<u>ADJOURNMENT</u>

Chairman approval: 6/4/24

Contact: arlyeam@hempsteadny.gov (516) 489-5000, x 3077



JOHN P. GORDON
PARTNER
JGORDON@FORCHELLILAW.COM

June 6, 2024

Town of Hempstead Industrial Development Agency 350 Front Street, 2nd Floor Hempstead, New York 11550

Attention: Mr. Frederick E. Parola, Chief Executive Officer/Executive Director

Re: 159 Hanse Development LLC/Natural Foods, Inc. 2023 Facility

159 Hanse Avenue, Freeport, New York

Dear Mr. Parola:

This firm represents 159 Hanse Development LLC (the "Company") and Natural Foods, Inc. ("Sublessee") connection with the Straight Lease Transaction (the "IDA Transaction") entered into between the Company and the Town of Hempstead Industrial Development Agency (the "Agency"). The purpose of this letter is to request, on behalf of the Company, that the Agency grant an extension of the Company's time to complete the Project and to use the sales tax exemption granted by the Agency and of the and Sublessee's time to complete the installation of the Equipment, all until April 30, 2025.

Pursuant to that certain Lease and Project Agreement dated as of February 1, 2023 (the "Lease"), the Agency granted the Company a sales and use tax exemption (the "Company Sales Tax Exemption") in connection with the performance by the Company of certain Project Work (as defined in the Lease). Pursuant to Section 3.6 of the Lease, the Company is required to achieve the "Completion Date" (i.e., the completion of the Project Work) on or before June 30, 2024. Also, pursuant to the provisions of Section 5.2(c)(i) of the Lease, the Company's (and Sublessee's) right to use the Company Sales Tax Exemption expires June 30, 2024.

Additionally, the Agency and Sublessee entered into that certain Equipment Lease dated as of August 1, 2023 (the "Equipment Lease"), regarding the Sublessee's acquisition, leasing and installation of the Equipment.

After closing, the Company determined that more substantial work would be required in order in order to prepare the facility for use by the Sublessee. The work now includes replacement of approximately 35% of the existing steel, raising the roof, installing new metal decking with the roof, electric, plumbing, sprinkler system with fire alarm, and a new concrete slab in the building.

June 6, 2024 Page **2** of **2**

cc:

The additional planning resulted in a delay in the commencement date of the work. In addition, the work will now take longer to complete.

Due to the foregoing, the Company does not anticipate being able to complete the Project Work by June 30, 2024, and the Sublessee does not anticipate being able to complete the acquisition, leasing and installation of Equipment by the deadline contained within the Equipment Lease. Accordingly, the Company and Sublessee respectively request that the Agency grant the Company an extension of the deadline for the Completion Date and the Company Sales Tax Exemption expiration under the Lease to and including April 30, 2025, and that the Agency grant the Sublessee an extension of the deadline to complete the acquisition, leasing and installation of the Equipment under the Equipment Lease to and including April 30, 2025.

Please feel free to contact me with any questions or concerns. Thank you in advance for your consideration of the foregoing request.

Sincerely, FORCHELLI DEEGAN TERRANA LLP

By: John P. Gordon
JOHN P. GORDON

Ms. Arlyn Eames, Deputy Financial Officer Mr. Oscar Molatti

HARRIS BEACH

May 17, 2024

THE OMNI 333 EARLE OVINGTON BLVD, SUITE 901 UNIONDALE, NEW YORK 11553 516.880.8484

KEITH M. CORBETT

MEMBER

DIRECT: 516.880.8492 FAX: 516.880.8483 KCORBETT@HARRISBEACH.COM

Town of Hempstead Industrial Development Agency 350 Front Street Room 234-A Hempstead, New York 11550 Attn: Fred Parola, Director

RE:

Town of Hempstead Industrial Development Agency (the "Agency") – Alphamore LLC (the "Company"), 50 Clinton Street, Hempstead, New York (Section: 34; Block: 350; Lots 115, 118)

Dear Mr. Parola:

As you may know, this office, and specifically, I, have been appointed as receiver of certain mortgaged premises located at 50 Clinton Street, Hempstead, New York (the "Property"), which Property is currently subject to foreclosure proceedings. The Property is owned and operated by the Company and is part of a project which is the beneficiary of financial assistance from the Agency.

The Agency, by resolution adopted on January 23, 2024, determined to terminate the financial assistance to the Company, including the PILOT benefits (the "PILOT Benefits") under that certain Lease and Project Agreement, dated as of December 1, 2016, as amended and restated by that certain Amended and Restated Lease and Project Agreement, dated as of January 1, 2018, by and between the Agency and the Company and the related transaction documents (collectively, the "Transaction Documents").

The purpose of this letter is to respectfully request that the Agency, provisionally, forebear from terminating the PILOT Benefits and the Transaction Documents but only as long as the Property remains in receivership, subject to certain conditions as outlined in this request.

Article 18-A of the General Municipal Law, governing, *inter alia*, the conduct of Industrial Development Agencies ("IDAs") such as the Agency, does not prohibit the continuation of IDA benefits during receivership. Furthermore, IDA's, routinely agree, however, subject to their complete discretion, to permit, pursuant to an assignment and assumption process, the continuation of financial assistance, in favor of lender parties or transferees during and subsequent to a foreclosure. Receivership at the outset of foreclosure is merely a procedural step in the process, and the receiver, who has interim control, is authorized to manage the assets and business of a going concern. The current request therefore does not go as far as asking for a transfer of the PILOT Benefits by assignment and assumption – that is something that would remain preserved for the Agency's future discretionary contemplation.

Town of Hempstead Industrial Development Agency May 17, 2024 Page 2



Rather, the current request merely asks for a temporary continuation of the PILOT Benefits, only while the Property is in receivership. Consequently, the Agency's discretionary legal and precedent based authority to grant this provisional concession is well established.

Despite the Company's prior default, the Property, under the management of the receiver, is sufficiently functioning as an Agency 'project' and is producing rent that is paid to the receiver. The involvement of the receiver will provide the Agency assurance that the Company's obligation to pay PILOT payments will be maintained during the receivership. Moreover, the temporary continuation of the PILOT Benefits, if approved, will allow the Property to stabilize as a going concern, and to continue to contribute to the tax base and job retention in the Town of Hempstead.

Finally, we confirm our understanding that the requested temporary forbearance from termination would be contingent upon the absence of any further defaults under the Transaction Documents, and, in the event of any further defaults under the Transaction Documents, such temporary forbearance would be rescinded.

For the above-stated reasons, I respectfully request the Agency's provisional forbearance from terminating the PILOT Benefits and the Transaction Documents during the period the Property is in receivership. Please do not hesitate to contact me with any questions or comments, or to advise of any other relevant information you may need.

Thank you for your time and consideration regarding the foregoing.

Very truly yours,

HARRIS BEACH PLLC

Keith M. Corbett



Direct Dial: (214) 373-5233 E-Mail: tina.barry@macerich.com

June 3, 2024

VIA EMAIL AEames@tohmail.org

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

Re: IDA Approval of Tenant Sublease

Valley Stream Green Acres LLC 2015 Facility

2034 Green Acres Road South, Valley Stream, NY 11581

Dear Ms. Eames:

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

Size of Premises: 2208AB

Tenant: Claire's Boutiques, Inc., a Michigan corporation, dba Claire's
 Address: Space 2208AB, Green Acres Mall, Valley Stream, NY 11581

Estimated employees: 1 FT, 3 PT

- Estimated average salaries: FT: \$22.00; PT: \$14.96

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

Please note, there is no NDA requested in connection with this Lease. In addition, in accordance with Section 9.3(a)(vii) of the Valley Stream Green Acres Lease attached is a copy of a corresponding Non-Disturbance, Recognition and Attornment Agreement substantially in the form attached to the Valley Stream Green Acres Lease for your approval.

Please confirm your approval of the lease and execution of the resolution by the TOHIDA approving the lease by a reply email to me so I may proceed with execution of the tenant sublease as soon as possible. If you have any questions in the meantime, please do not hesitate to contact me at 972-841-2136.

Sincerely,

Tina Barry

Senior Manager and Senior Paralegal

Legal Leasing

Tie Barry

cc: Daniel J. Baker, Esq., via email (dan.baker@gtlaw.com)

Edie Longo, elongo@tohmail.org (with attachments)

Terance Walsh, Nixon Peabody, via email twalsh@nixonpeabody.com (with attachments) Beth Wood, Nixon Peabody, via email ewood@nixonpeabody.com (with attachments) Emma Feary, Nixon Peabody, via email efeary@nixonpeabody.com (with attachments) Eric Brenner, Nixon Peabody, via email ebrenner@nixonpeabody.com (with attachments)

Nancy Rendos (via email <u>nancy.rendos@macerich.com</u>)
Joe Floccari (via email joe.floccari@macerich.com)

Board Members
Florestano Girardi
Thomas Grech
Dr. Eric C. Mallette
Jack Majkut
Robert Bedford
Jery Kornbluth, Ph.D
Jill Mollitor

Frederick E. Parola Chief Executive Officer



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

June 4, 2024

By E-Mail and Federal Express

Cara Longworth Regional Director Long Island Regional Economic Development Council 115 Broadhollow Road, Suite 250 Melville, NY 11747

Re:

Town of Hempstead Industrial Development Agency

Private Activity Bond Volume Cap Allocation - 2024; Request for Additional

Allocation (2024 B2K at Lynbrook LLC Project)

Dear Ms. Longworth:

The Town of Hempstead Industrial Development Agency (the "Issuer"), hereby makes application for a private activity bond volume cap allocation (the "Volume Cap Allocation") from the Long Island Regional Economic Development Council ("LIDC") in the amount of \$20,601,499 for a project being undertaken by the Issuer for the benefit of B2K at Lynbrook LLC, a Delaware limited liability company, for itself or on behalf of an entity to be formed by it (the "Company") and hereinafter described in more detail.

The Company has submitted an application for financial assistance (as amended, the "Application") to the Issuer, a copy of which is on file at the offices of the Issuer and which is available on the Issuer's website (www.tohida.org), requesting that the Issuer issue its tax-exempt multi-family housing revenue bonds in a principal amount not to exceed \$37,000,000 (the "Bonds") for the purpose of financing a certain project (the "Project") consisting of: (a) acquiring an industrial development facility consisting of an approximately 1.0 acre parcel of land located at 8 Freer Street, in the Village of Lynbrook, Town of Hempstead, Nassau County, New York (the "Land"), together with an existing four-story, 90,000 square foot building located thereon which contains one hundred twenty-two (122) assisted living units, common areas and above and underground parking (the "Buildings"), (b) the renovation and equipping of the Buildings including, but not limited to, the acquisition of new furniture, fixtures, machinery, building materials and other equipment, (the "Improvements"), all to be used as an assisted living facility consisting of approximately 122 assisted living units, at least 20% of which units shall be affordable

housing units (collectively the "Facility"), (c) paying capitalized interest on the Bonds, (d) funding a debt service reserve, if required, for the Bonds, and (e) paying certain costs of issuance of the Bonds.

On May 21, 2024, the Issuer adopted a preliminary inducement resolution for the proposed Project. The total cost of the Project is currently estimated to be \$35,600,000 (of which the Company estimates that \$5,096,460 represents the cost of renovating the Facility).

Pursuant to a letter dated January 17, 2024 from the New York State Department of Economic Development (attached), the Issuer's 2024 Volume Cap Allocation is \$16,398,501, all of which the Issuer will allocate to the Project. Kindly allow this letter to serve as a request for \$20,601,499 of additional Volume Cap Allocation, which would allow the Issuer to assist the Company with the Project.

The closing and issuance of the Bonds is anticipated to occur at or before the end of the third quarter of 2024.

If you have any questions regarding the project or you require any further information in order to process this application or award the additional Volume Cap Allocation, please do not hesitate to call me at (516) 414-6578. Thank you for your time, consideration and courtesy.

Very truly yours,

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

Name: Frederick E. Parola

Title: Chief Executive Officer

cc: George LaPointe (via electronic & first class mail)
Patrick Ryan, Chief Budget Examiner (via first class mail)
Peter L. Curry, Esq. (via electronic mail)
Barry Carrigan, Esq. (via electronic mail)
Terance Walsh, Esq. (via electronic mail)



January 17, 2024

Mr. Frederick Parola Executive Director/CEO Town of Hempstead IDA 350 Front Street, Room 234-A Hempstead, NY 11550

Subject: Notification of Initial Allocation

Dear Mr. Frederick Parola,

I am pleased to inform you that, pursuant to the Private Activity Bond Allocation Act of 2022, your initial allocation for calendar year 2024 is \$16,398,501. This allocation is based upon the formula prescribed in Chapter 56, Laws of 2022, utilizing the most recent official population estimates of the U.S. Bureau of the Census.

If you have any questions or need additional information, please feel free to contact George LaPointe at george.lapointe@esd.ny.gov.

Sincerely yours,

Hope Knight

President & CEO, Empire State Development NYS Department of Economic Development

CEO's REPORT June 18, 2024

*Indicates new proposal not included in prior reports

ACTIVE PROJECTS:

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

<u>Sunrise of Oceanside NY Propoo, LLC</u> – 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 a220 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.

Baldwin Jaz, LLC - The proposed project seeks to redevelop the properties located at 2253 Grand Avenue & 2292 Harrison Avenue in Baldwin The property was previously used as a car lot will 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. The developer is currently seeking a delay to close due to financing costs. The closing will probably be held in the beginning of 2025. Contacts: Elizabetta Coschignano & Kenneth Breslin.

CenterPoint Inwood, LLC - Closed May 29, 2024

<u>Conklin Estates</u> - 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.

<u>Prospect Park Inwood</u> – 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.

<u>Hillcrest Floral Park</u> – 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 \$11.6 million, four full-time positions will be added. The building will consist of 35,808 square feet of which the ground floor square footage of 6,679 square feet will be rental commercial space. A hearing was held on April 30th, 2024. No opposition 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.

<u>Wellington</u> 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. A Public Hearing is scheduled for 5/13/24 with an Authorizing Resolution expected to be on 5/21/24. Contact: William Kefalas (516) 996-5818

B2K AT LYNBROOK- The applicant seeks to purchase and renovate an existing four story assisted living facility on one acre land parcel. The building is 90,388 square feet consisting of one hundred and twenty-two (122) units. Twenty percent of the units will house residence that are designated for affordable housing. Renovation of units and common areas will include more than five million dollars. Projects costs estimated at \$35.6 million. Sixty-eight (68) full-time jobs will be included. This project is on the Agenda for Inducement. Contacts: Steve Krieger of the Bristol, Peter Curry, Esq., Barry Carrigan, Esq. of Nixon Peabody. (516 796-7000) of Certilman Balin.

<u>Avalon Rockville Centre Phase I –</u> This existing project's PILOT is set to expire in 2026. The developer seeks an additional ten years on the PILOT. The developer will upgrade units and common areas. An additional commitment in improvements of \$3 million will be made with a long-term improvement will be made over the next five to seven years. Contact: Jon Vogel, Senior VP (212-309-2985), John Chillemi, Esq., (516-663-6619) Michael Faltischek (663-6619).

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 Track 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).

<u>The Meadowwood Properties</u> – 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 underdeveloped 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.

RESOLUTION Town of Hempstead Industrial Development Agency

HEALTH INSURANCE BUY-BACK for LAURA TOMEO

WHEREAS, on January 19, 2000, the Agency adopted Resolution Number: 15-2000 whereby Agency employees who are entitled to be enrolled in family coverage under the Empire Plan and may participate in a health benefit buy-back program which is identical in all respects to the program which is described in Section 8 (c) of the Collective Bargaining Agreement between the CSEA and the Town of Hempstead; and

WHEREAS, LAURA TOMEO, is an employee of the Agency who is entitled to participate in the health insurance buy-back program for 2024; and

WHEREAS, LAURA TOMEO has provided proof of Insurance through her spouse through the Town of Hempstead; and

WHEREAS, the Town of Hempstead Department of Human Resources, by communication dated Wednesday, May 22, 2024, has reviewed the calculations of the "health insurance buy-back" for said employee for the first 6 months of 2024 and has certified that said calculations are valid and accurate;

NOW, THEREFORE, BE IT RESOLVED, that the Agency authorizes the following payment for the "health insurance buy-back" for the first six months of 2024 be made to LAURA TOMEO for an amount not to exceed \$6,727.44, minus all applicable taxes and any other deductions.

Resolution #: Adopted: Ayes: Nays:	032-2024		
Chairman		 ***************************************	

RESOLUTION

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

LIBDC CONFERENCE REGISTRATION Annual Conference 2024

WHEREAS, the Town of Hempstead Industrial Development Agency endeavors to continue to support business and community activities within the Town of Hempstead and on Long Island; and

WHEREAS, the Town of Hempstead Industrial Development Agency encourages its' board members and staff to interface with the business community; and

WHEREAS, the Agency has in the past supported the LIBDC to promote the sharing and exchanging of information with other influential business leaders, bankers and real estate brokers, etc;

NOW, THEREFORE, BE IT

Florestano Girardi, Chairman

RESOLVED, that the Town of Hempstead Industrial Development Agency authorizes payment to Montauk Yacht Club in an amount not to exceed \$1,157.13 per person, for a maximum of six (6) people, and subject to the filing and approval of the necessary documentation, for the purpose of registration and attendance at the Long Island Business Development Annual Conference, October 9-11, 2024 at Montauk Yacht Club, 32 Star Island Road, Montauk.

Resolution	Number:	2024-30		
Adopted:				
Ayes:				
Nays:				
·				



The Long Island Business Development Council proudly presents its 54th annual conference, bringing together business and government leaders for always-lively discussions in sessions on the region's top sectors, the economy and more, at Montauk Yacht Club, 32 Star Island Road, Montauk, October 9-11, 2024.

Details on attending the conference follow and include reservation Guidelines and Reservation Form. All attendees (sponsors, LIBDC members or non-member individuals) wishing to reserve a room at Montauk Yacht Club for the conference **MUST** make a reservation with LIBDC by contacting Marlene McDonnell via marlene.mcdonnell@gmail.com. The Yacht Club will not accept reservations for this conference by phone or online. **All room reservations and payments will be processed by LIBDC**.

In order to secure and guarantee your room reservation, placement for golf or the bocce tournament as well as additional conference activities, please be sure to contact us as soon as you can.

In order to meet OUR contract deadlines and stipulations, we ask you to please note the following: There are specific changes to conference policy regarding cancelling a room or golf registration, general room reservation policy and guidelines for the specific dates you choose to attend.

Additionally, due to significantly increased costs, we must now require a registration fee for anyone wishing to play golf who is attending independently (and not included within a sponsorship's allowance of attendees). Golf Registration fee: \$150 per person.

Rooms fill up quickly and reservations should be made as early as possible.

<u>Accommodations at Montauk Yacht Club cannot be guaranteed after the deadline</u>

<u>It is the responsibility of late registrants to contact a nearby hotel for lodging</u>

DEADLINE for Conference registration is August 1, 2024.

We are able to refund a room reservation until August 9, 2024.

After that date, NO refunds will be issued for any reason whatsoever and your reservation will be considered forfeited

Room location is at the discretion of LIBDC No room location may be changed once it has been assigned

To discuss the registration process or your participation at the 54th Conference, contact LIBDC Administrator Marlene McDonnell via email: marlene.mcdonnell@gmail.com.

Questions? Call: 516-314-8982

We're looking forward to an especially informative and rewarding conference.

And, as always, we're looking forward to seeing you!

Mitch Pally

Theodore P. Sasso, Jr. Co-Chair

The Long Island Business Development Council

LONG ISLAND BUSINESS DEVELOPMENT COUNCIL 54th Annual Conference

October 9-11, 2024 ~ Montauk Yacht Club, Montauk

ATTEND THE CONFERENCE

ALL ROOM PACKAGE RESERVATIONS/PAYMENTS WILL BE PROCESSED BY LIBDC. NO PAYMENTS SHOULD BE SENT TO MONTAUK YACHT CLUB.

A <u>conference registration fee</u> is required if you aren't a paid Corporate level LIBDC member or you are not included within a sponsorship's guest attendance allowance.

Rooms and meal packages at Montauk Yacht Club are **NOT** included within a sponsorship and must be reserved and paid for separately.

LIBDC provides a room reservation package that includes all meals during the conference: Wednesday cocktail hour and dinner; Thursday breakfast, lunch (on or off the golf course), cocktail hour and lobster buffet dinner; and Friday breakfast.

If you are attending the conference but do <u>not</u> intend to stay at the Montauk Yacht Club, you <u>MUST</u> pay a registration fee to attend the conference and <u>MUST</u> nevertheless reserve a meal plan OR the cost for meals on specific dates. **Conference registration fee is separate from your room reservation and meal plan choice**. Corporate level members or sponsor attendees pay no registration fee; registration fee for Individual member level – \$250; non-members – \$350. Meal plan for the three-day conference is \$575 per person.

We remind everyone: Rooms for this conference fill quickly. In order to secure and guarantee your room reservation, placement for golf or the bocce tournament as well as additional conference activities, please be sure to contact us as soon as you can.

Information follows on reserving a room for Wednesday, Oct 9 **only**, Thursday, Oct 10 **only** or **BOTH** nights; tax-exempt rates are also included.

ALL MEALS ARE INCLUDED WITHIN THE PRICE OF A ROOM RESERVATION PACKAGE

If you are attending the entire conference but will not have a reserved room

at Montauk Yacht Club, you MUST register to attend and you MUST reserve a meal plan OR follow the chart below for registration fee plus meal cost for specific dates attending

Meal plan only, without hotel reservation, for the 3-day conference: \$575

If you are unable to attend the entire conference but wish to only attend on a specific day, the following fees apply:

	Registration fee for any one of the three conference days:	\$150, <u>plus</u> food cost:
We	dnesday 10/9 Cocktail Reception/Dinner ONLY	\$185
Thu	rsday 10/10 ALL Day {breakfast, sessions, lunch, reception/dinner}	\$335
Fric	ay 10/11 Session plus breakfast	\$ 65

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CONFERENCE ROOM RESERVATION FORM

TO ATTEND, COMPLETE ROOM REGISTRATION FORM AND RETURN TO: LIBDC: Marlene McDonnell – marlene.mcdonnell@gmail.com

RESERVATIONS MUST BE SECURED USING CHECK OR CREDIT CARD PRIOR TO CONFERENCE

RESERVATIONS MADE USING A CHECK WILL BE CONSIDERED <u>"ON HOLD"</u> AND ARE NOT GUARANTEED UNTIL PAYMENT IS RECEIVED

DEADLINE FOR RESERVING ROOM PACKAGE: AUGUST 1, 2024

DEALINE FOR REFUNDS: AUGUST 9, 2024. REGISTRATION IS BINDING FOR THIS CONFERENCE AND NO REFUNDS WILL BE ISSUED AFTER THIS DATE. NOT ATTENDING IS A FORFEITURE OF ANY AND ALL RESERVATION COSTS ALREADY PAID.

CONFERENCE REGISTRATION FEES

- o I'm a sponsor registrants are covered within my sponsorship attendee allowance
- Individual LIBDC membership \$250
- Non-member \$350
- o Golf Registration Fee (applies to independent attendees not within sponsorship) \$150

CONFERENCE MEAL PLAN

- o I'm reserving room at the conference meals are included
- o I'm not reserving room at the conference meal plan cost for entire conference \$575
- o I'm attending on specific date registration fee and meal cost applies

CONFERENCE GOLF OUTING

- I'm a sponsor registrants are covered within my sponsorship attendee allowance
- o I'm an independent attendee (not within sponsorship) Golf Registration Fee of \$150 applies

PAYMENT METHOD

- I will make payment using a personal/company check Make check payable to and mail to:
 Long Island Business Development Council, P.O. Box 204, Commack NY 11725
- I will make payment using a credit card information is below
 A 3% processing fee is added to each credit card transaction

ROOM RESERVATION

ENTIRE CONFERENCE/BOTH NIGHTS	6 – WEDNESDAY, O	CT 9 AND THURSDA	Y, OCT 10	
SINGLE ROOM/1 PERSON – \$1	,291.45			
DOUBLE ROOM - \$933.65 <u>eac</u>			ıpancy	
TAX EXEMPT SINGLE R				
TAX EXEMPT DOUBLE RO				
occupancyIndicate who will share	e room:			
WEDNESDAY NIGHT ONLY, OCT 9				
SINGLE ROOM/1 PERSON – \$6	69.11			
DOUBLE ROOM – \$490.22 <u>eac</u>			ancy	
TAX EXEMPT SINGLE R	OOM/1 PERSON	- \$600.09		
TAX EXEMPT DOUBLE RO				uble
occupancyIndicate who will share	room:			
THURSDAY NIGHT ONLY, OCT 10				
SINGLE ROOM/1 PERSON - \$6	22.34			
DOUBLE ROOM – \$443.44 <u>eac</u> l	<u>h person</u> – Total \$8	86.89 double occup	ancy	
TAX EXEMPT SINGLE R	OOM/1 PERSON	- <i>\$557.04</i>		
TAX EXEMPT DOUBLE RO	OM - \$400.29 <u>eo</u>	<u>ich person</u> – Tot	al \$800.58 de	ouble
occupancyIndicate who will share	e room:			
PLEASE NOTE: SPOUSES/PARTNERS A WILL BE CONSIDERED DOUBLE ACCORDINGLY WHETHER OR N	OCCUPANCY - ROC	OM AND MEAL PAC	KAGE WILL BE	CHARGED
Company				
Address				
Contact Name			***************************************	
Phone	Email	***************************************		
Credit Card #		Expire Date	SEC Code_	
ROOM(S) RESERVED FOR: NAME	COMPANY			
				_GOLF/BOCCE
7.0 H 40 P 7.0 P 7				
Golf/Bocce participants must be regi		ce and MUST pre-re		_GOLF/BOCCE ity of choice.

CONFERENCE REGISTRATION BEGINS AT 1 P.M. WEDNESDAY 10/9

ROOM CHECK-IN BEGINS AT 4 P.M. ROOM CHECK-OUT AT 11 A.M.

RESOLUTION TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

Intermunicipal Agreement with Town of Hempstead Department of General Services For the Renovation of the "Old Courtroom"

WHEREAS, the Town of Hempstead has expended monies in the amount of \$80,709.32 to renovate the "Old Courtroom" located at 350 Front Street, Room 234-A, Hempstead, NY, 11550; and

WHEREAS, the Town of Hempstead IDA has utilized and will continue to utilize the "Old Courtroom"; and

WHEREAS, the Town of Hempstead IDA will reimburse the Town of Hempstead Department of General Services for the renovation of the "Old Courtroom"; and

WHEREAS, the attached Intermunicipal Agreement for this reimbursement has been mutually agreed to; and

WHEREAS, it is in the best interest of the Town and the IDA to enter into this Intermunicipal Agreement; and

WHEREAS, entering into this agreement, the Town will accept the reimbursement by the IDA for the cost of the renovation which is an amount not to exceed \$80,709.32;

NOW, THEREFORE, BE IT

RESOLVED, that the Agency be authorized to execute the afore-mentioned Intermunicipal Agreement and pay the Town of Hempstead Department of General Services an amount not to exceed \$80,709.32 for the above-mentioned renovation.

Adopted:		
Ayes:		
Nays:		
Resolution Number: 031-2024		
Flo Girardi, Chairman		



I do hereby certify that I have compared the annexed copy of Resolution No. 639-2024 with the original on file in the office of the Town Clerk of the Town of Hempstead, and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Hempstead on this day of June 4, 2024.

KATE MURRAY

Town Clerk

Adopted: June 4, 2024

Councilmember Goosby offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF GENERAL SERVICES ON BEHALF OF THE TOWN OF HEMPSTEAD TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IDA

WHEREAS, the Town of Hempstead has expended monies in the amount of \$80,709.32 to renovate the "Old Courtroom" located at 350 Front Street, Hempstead, New York 11550, and.

WHEREAS, the Town of Hempstead IDA has utilized and will continue to utilize the "Old Courtroom" as their meeting place; and

WHEREAS, the Town of Hempstead IDA will reimburse the Town of Hempstead for the renovation of the "Old Courtroom"; and

WHEREAS, the attached intermunicipal agreement for this reimbursement has been mutually agreed to; and

WHEREAS, it is in the best interest of the Town and the IDA to enter into this intermunicipal agreement;

WHEREAS, entering into the intermunicipal agreement the Town will accept the reimbursement by the IDA of the cost of the renovation which is an amount not to exceed \$80,709.32;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of General Services be authorized to execute the Intermunicipal Agreement, and accept the funds, between the Town of Hempstead and the Town of Hempstead IDA whereby the IDA will provide the sum of \$80,709.32 to the Town of Hempstead for the above-mentioned renovation.

The foregoing resolution was adopted upon roll call as follows:

AYES: SEVEN (7)

NOES: NONE (0)

INTER-MUNICIPAL AGREEMENT

REIMBURSEMENT AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE HEMPSTEAD IDA

THIS INTER-MUNICIPAL AGREEMENT (this "<u>Agreement</u>" or "<u>IMA</u>") made and entered as of the date on which this Agreement is last executed (the "<u>Effective Date</u>") by and between the Town of Hempstead, a municipal corporation having its principal offices at One Washington Street, Hempstead, New York 11550 (hereinafter referred to as the "<u>Town</u>") and the Hempstead IDA, having offices at 350 Front Street, Hempstead, New York 11550, a corporate governmental agency constituting a public benefit agency established under the laws of the State of New York and a "public agency" for the purposes of Section 89 of the New York Public Service Law (hereinafter referred to as the "<u>Agency</u>"). The Agency and the Town are hereinafter referred to, jointly, as the "<u>Parties</u>", and individually, as a "<u>Party</u>".

WHEREAS, the Agency serves the residents of the Town of Hempstead by promoting economic development and jobs by helping businesses grow through financial assistance and tax relief; and

WHEREAS, the Agency is located and operates at 350 Front Street, Hempstead, New York 11550, a Town owned building; and

WHEREAS, contained within the aforementioned Town owned building is a room within that building called the "Old Courtroom", and

WHEREAS, the Agency has utilized the "Old Courtroom" for its meetings and foresees continuing to utilize the "Old Courtroom" for its meetings and public hearings; and

WHEREAS, the Town has expended monies, in the amount of Eighty Thousand Seven Hundred and Nine Dollars and Thirty-Two Cents (\$80,709.32) in the recent past to renovate the "Old Courtroom" invoices attached hereto. and

WHEREAS, the Agency has stated their interest and commitment in reimbursing the Town for the Eighty Thousand Seven Hundred and Nine Dollars and Thirty-Two Cents (\$80,709.32) cost for the renovations to their meeting room, the "Old Courtroom"; and

WHEREAS, the Town accepts the Agency's reimbursement for the costs of renovation in the amount of Eighty Thousand Seven Hundred and Nine Dollars and Thirty-Two Cents (\$80,709.32); and

WHEREAS, the Town and the Agency are authorized, pursuant to Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, it is in the best interests of the Town and Agency to share resources in the undertaking of municipal business and other purposes through joint property uses or programs with other municipalities and districts; and

WHEREAS, the Parties acknowledge that the Town's has no obligation to pay back the reimbursement monies provided by the Agency; and

WHEREAS, the Town and the Agency believe it to be in the best interests of the residents of the Town and otherwise to authorize intermunicipal cooperation with respect to the mutual covenants set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

- 1. <u>Inter-Municipal Authorization.</u> The Town and the Agency each represent the respective municipalities are authorized pursuant to both Article 9, Par. 1 of the State Constitution and Articles 5-6 of the General Municipal Law to enter into Inter-Governmental Agreements. The Town and the Agency, believing it to be in the best interest of the residents of the Town do hereby mutually authorize inter-municipal cooperation, assistance with and between each other for the reimbursement of Eighty Thousand Seven Hundred and Nine Dollars and Thirty-Two Cents (\$80,709.32) to the Town by the Agency for the Town's renovation of the "Old Courtroom", the Agency's meeting place.
 - 1.1 <u>Term.</u> This Agreement shall commence on the Effective Date and shall terminate upon payment by the Agency to the Town of Eighty Thousand Seven Hundred and Nine Dollars and Thirty-Two Cents (\$80,709.32), which shall be paid no later than thirty days (30) from execution of the agreement. Default shall be defined as a breach of any of the warranties, covenants or obligations to be performed under this Agreement that continues for a period of thirty (30) days after notice of such default has been sent to the defaulting Party. The Town, in case of a default, may elect to reclaim the subject meeting room and exclude the Agency from utilizing such meeting room.
 - 1.2 Scope of Services. The Parties will perform the following functions and services:

Town. Renovation of the "Old Courtroom" located at 350 Front Street, Hempstead, New York 11550. The renovation was completed on April 26, 2023.

Agency. The Agency shall make payment of Eighty Thousand Seven Hundred and Nine Dollars and Thirty-Two Cents (\$80,709.32) to the Town no later than thirty (30) days from execution of this agreement. The Agency will continue to utilize the subject meeting room. The Agency has inspected the subject facility and approves of its renovation and present condition.

- 1. <u>Notices.</u> (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:
 - (i) by personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered).
 - (ii) by Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier).
 - (iii) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk); or
 - (b) All notices shall be addressed to the parties at the following addresses:

To Town:

Town of Hempstead One Washington Street Hempstead, New York 11550

Attention: Fred Parola, Esq.

with a copy to:

Town Attorney's Office One Washington Street Hempstead, New York 11550

Attention: John Maccarone, Esq.

To Agency: Director Fred Parola
Town of Hempstead IDA
350 Front Street
Hempstead, New York 11550

cc John Ryan, Esq.

(c) Either Party may, by notice given pursuant to the provisions of this Paragraph, change the person or persons and/or address or addresses, or

designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

- 2.1 <u>Indemnification.</u> (a) To the fullest extent permitted by law, the Agency shall indemnify, defend and hold harmless the Town from and against all claims, actual out-of-pocket damages, losses and expenses, including reasonable legal fees, that the Town may suffer or that may be asserted against the Town by reason of the negligent acts or omissions of the Agency or anyone acting on behalf of the Agency in their occupancy and use of the subject facility and the performance of the duties and obligations arising under this Agreement and/or arising from any failure of the Agency or anyone acting on behalf of the Agency to observe its obligations under this Agreement, relating to: (i) any bodily injury, sickness, disease or death of or to any person arising out of or caused by or resulting from such acts or omissions, and/or from such failure; or (ii) any damage to or destruction or loss of any property, including third-party property arising out of or caused by or resulting from such acts or omissions and/or from such failure, provided, however, the obligations of Agency pursuant to this <u>Section 2.1(a)</u> shall not extend to claims, damages, losses and expenses arising out of bodily injury, sickness, death or damages to or loss or destruction of property caused by the negligence or willful misconduct of the Town.
- (b) The indemnification obligations of the Agency set forth in Section 2.1(a) are subject to the following: (i) the Town shall: (A) notify the Agency within thirty (30) days after it receives notice of any claim, action, suit or proceeding allegedly covered by the indemnification obligation set forth in Sections 2.1(a) (collectively, a "Claim"); and (B) forward to the Agency any summons, complaint, or notice of any nature pertaining thereto promptly after receipt by the Town; (ii) the Agency's obligation in Sections 2.1(a) to defend the Town shall mean that the Agency shall direct defense with counsel and the Agency shall pay all costs of such defense by such counsel; (iii) the Town shall promptly upon request provide all information and cooperation reasonably requested by the Agency to investigate, settle or defend such Claim; and (iv) the Agency agrees not to compromise or settle any Claim without the prior written consent of the Town if the compromise or settlement does not release the indemnified party fully from all liability.
- (c) The indemnification obligations set forth in <u>Section 2.1(a)</u> shall not preclude enforcement of any common law or other rights that any Party may have against another Party or against any other person.
- (d) The provisions of this <u>Section 2.1</u> shall survive the expiration or earlier termination of this Agreement.

2.2 All Legal Provisions Deemed Included: Severability: Supremacy: Construction

(a) Every provision required by New York Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or

- referenced by this Agreement for purposes of interpretation and (ii) upon the application of either Party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.
- 2.3 <u>No Arrears or Default.</u> The Agency is not in arrears to the Town upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the Town, including any obligation to pay taxes to, or perform services for or on behalf of, the Town.
- 2.4 <u>Assignment.</u> Neither Party hereto may assign its rights and/or obligations hereunder without the prior written consent of the other Party and any purported assignment without such consent shall be of no force and effect.
- 2.5 <u>Section and Other Headings.</u> The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 2.6 <u>Entire Agreement.</u> This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 2.7 <u>Consent to Jurisdiction and Venue, Governing Law, Jury Trial Waiver.</u> (a) Exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the Parties expressly waive any objections to the same on any grounds, including venue and <u>forum non</u>

<u>conveniens</u>. (b) This Agreement (i) shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law's provisions thereof, and (ii) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto.

2.8 Compliance with Law.

- (a) <u>Generally.</u> The Agency shall comply with any and all applicable Federal, State and local laws, including, but not limited to those relating to conflicts of interest, discrimination, prevailing wage, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "<u>Law</u>" includes any and all statues, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Records Access. The Parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Parties acknowledge that each has possession of the others information which may be subject to disclosure under Section 87 of the New York State Public Officer's Law. If such a request for disclosure is made, the Party receiving the request shall make written reasonable efforts to notify the other Party of such request prior to disclosure of the Information so that it may take such action as it deems appropriate.
- 2.9 <u>Third Party Claims.</u> Nothing in this Agreement shall create or give to third parties any claim or right of action against the Agency or the Town beyond such as may legally exist irrespective of this Agreement.
- 2.10 <u>Severability</u>. If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision hereof.
- No Recourse. No recourse shall be had by the Agency for any claim against any officer, director, stockholder, employee or agent of the Town alleging personal liability on the part of such person with respect to the performance of the Town's obligations under this Agreement. The sole liability of the Town under this Agreement shall be limited to only the offering to the Agency of use of Town property.

- 2.12 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by each Party on a separate counterpart, each of which when so executed and delivered will be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart to this Agreement.
- 2.13 <u>Amendments</u>. This Agreement may only be amended by written instrument signed by both Parties hereto.
- 2.14 <u>Executory Clause.</u> Notwithstanding any other provision of this Agreement:
 - (a) <u>Approval and Execution.</u> Neither the Town nor the Agency shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all Town and Agency approvals have been obtained, including approval by the Town Board, and (ii) this Agreement has been executed by the Town representative or his designee and the Agency.
 - (b) <u>Availability of Funds.</u> The Agency's main obligation under this Agreement is to provide reimbursement to the Town for renovation of the "Old Courtroom", the Agency's meeting room.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date the Agreement is last executed by the Parties hereto.

TOWN OF HEMPŞTEAD	TOWN OF HEMPSTEADS IDA
a a la	
BY:	BY: Tudench I. Tawle
NAME: GORALD CMARINO	NAME: Frederick E. Parola
TITLE: Commission	TITLE: <u>CEO</u>
DATE: June 4, 2024	DATE: , 2024

Town of Hempstead's Acknowledgement:
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
On the day of in the year 2024 before me personally came that he resides in the County of Nassau; that he or she is, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to
ROSARIO SEIMS Notary Public, State of New York No. 01SE6370338 Qualified in Nassau County Commission Expires January 29, 20
Town of Hempstead IDA Acknowledgement:
STATE OF NEW YORK)
)ss:
COUNTY OF NASSAU)
On the day of, in the year 2024 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he/she is
the of the Town of Hempstead IDA, the public
benefits agency described herein and which executed the above instrument.
Mosand Janes NOSARYPERLIC

ROSARIO SEIMS
Notary Public, State of New York
No. 01SE6370338
Qualified in Nassau County
Commission Expires January 29, 20___



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

Frederick E. Parola Chief Executive Officer

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

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY BOARD MEETING

May 21, 2024, 9:00 a.m.
Old Court Room, 350 Front Street, 2nd Floor, Hempstead

Agenda: Village Business: Village of Freeport: None, Village of Hempstead: None, New Business: — Consideration of an Authorizing Resolution for The Hillcrest of Floral Park LLC, 41-61 Covert Avenue, Floral Park, Consideration of an Authorizing Resolution for The Promenade 360 LLC, 360A West Merrick Road, Valley Stream, Consideration of an Inducement Resolution for B2K at Lynbrook LLC, 8 Freer Street, Lynbrook, Consideration of an Amended Lease Agreement and Continuation of PILOT for Green Acres Adjacent LLC, 750 West Sunrise Highway, Valley Stream, Other - CEO's Report, Introduction to Barclay Damon LLP, Consideration of the Agency By Laws, Consideration of the Travel Policy, Consideration of the Retail Policy, Consideration of the Recapture/Termination Policy, Consideration of the Fee Schedule, Consideration of the Code of Conduct/Whistleblower Policy, Consideration of the Time and Leave Policy, Consideration of the Personnel Handbook, Old Business: Discussion: Trust for Post-Retirement Health Insurance Benefits (tabled from February), Reading and Approval of Previous Meeting Minutes: Consideration and Adoption of the Minutes of April 16, 2024, Report of the Treasurer: Financial Statements and Expenditure List: April 10, 2024 – May 14, 2024, Committee Updates, Executive Session, Adjournment

Those in attendance: Florestano Girardi, Chairman

Tom Grech, Vice Chairman Eric C. Mallette, Treasurer Jerry Kornbluth, Board Member Robert Bedford, Board Member Jill Mollitor, Board Member

Also in attendance:

Frederick E. Parola, CEO

Edie Longo, CFO

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

Paul O'Brien, Phillips Lytle LLP Barry Carrigan, Nixon Peabody John E. Ryan, Agency Counsel

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

Excused:

Jack Majkut, Secretary

The meeting was called to order at 9:02 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.

<u>Village of Freeport</u>: No New Business <u>Village of Hempstead</u>: No New Business

New Business:

Consideration of an Authorizing Resolution for The Hillcrest of Floral Park LLC, 41-61 Covert Avenue, Floral Park: John Gordon from Forchelli, Deegan and Terrana, LLP., the attorney for the applicant, addressed the board. 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 6,679 of ground floor of rentable commercial space. This is considered a transit-oriented development as it is approximately 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. The applicant is seeking a 20-year PILOT, Sales Tax Exemption, and Mortgage Recording Tax Exemptions. Tom Grech made a motion to approve an Inducement Resolution for The Hillcrest of Floral Park LLC, 41-61 Covert Avenue, Floral Park. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

Consideration of an Authorizing Resolution for The Promenade 360 LLC, 360A West Merrick Road, Valley Stream: Mike Lodato advised the board the client was out of the country The Applicant intends to demolish the interior and renovate an existing 13,549 square foot building on 16,567 square feet of land at 360 W. Merrick Road. This renovation will include 15 apartments (11,231 square feet) and (1) retail component (517 square feet), as well as a common area (1,801 square feet). The unit mix will be comprised of (1) studio, (9) one-bedrooms, (5) two bedrooms and a retail space. The applicant is seeking a 20-year PILOT, and Sales Tax Exemption. Flo Girardi made a motion to approve an Authorizing Resolution for The Promenade 360 LLC, 360A West Merrick Road, Valley Stream. This motion was seconded by Robert Bedford. All were in favor. Motion carried.

Consideration of an Inducement Resolution for B2K at Lynbrook LLC, 8 Freer Street, Lynbrook: Petter Curry from Farrell Fritz, PC, the attorney for the applicant, addressed the board. Steven Krieger from B2K Development also spoke. The applicant is seeking to purchase and renovate a current four story approximately Assisted Living Facility with (122) assisted living units, common areas and above ground parking located on 1 acre of land at 8 Freer Street, Lynbrook. The units consist of (32) friendship suites, (48) suites, (27) one bedroom. Memory care units consist of (10) friendship suites, (3) studio and (2) one-bedroom units. The project will consist of common area renovation, including but not limited to, new flooring, painting, millwork, trim, furnishings, appliances, kitchen equipment, light fixtures, and tiling. The common bathrooms will receive new tiling and plumbing fixtures while the units themselves will receive new paint and carpet. The parking garage will receive new roofing, railings, striping, fireproofing and the landscaping will be upgraded as well as perimeter wall replacement and lighting upgrades. The applicant applied for The Town of Hempstead IDA Volume Cap Allocation of \$16 million. With an additional request of \$20,601,489. of added allocation from the New York State Department of Economic Development. The Total project cost is estimated to be \$35,600,00. The applicant is also seeking a (15) year PILOT, Sales Tax and Mortgage Recording Tax Exemptions. Flo Girardi made a motion to approve an Inducement Resolution for B2K at Lynbrook LLC, 8 Freer Street, Lynbrook. This motion was seconded by Jerry Kornbluth. All were in favor. Motion carried.

Consideration of an Amended Lease Agreement and Continuation of PILOT for Green Acres Adjacent, 750 West Sunrise Highway, Valley Stream: Valley Stream Green Acres Adjacent would like to continue the lease agreement as adopted with clarification of employment. Flo Girardi made a motion to amend the lease agreement for employment. This motion was seconded by Thomas Grech. All were in favor. Motion carried.

New Business -Other:

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

Introduction to Barclay Damon LLP: This item was tabled

<u>Consideration of the Agency By-Laws:</u> Flo Girardi made a motion to adopt the Agency's By-Laws, as approved by the Governance Committee. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

<u>Consideration of the Travel Policy:</u> Eric Mallette made a motion to adopt the Agency's Travel Policy, as approved by the Governance Committee. This motion was seconded by Flo Girardi. All were in favor. Motion carried.

<u>Consideration of the Retail Policy:</u> Flo Girardi made a motion to adopt the Agency's Retail Policy, as approved by the Governance Committee. This motion was seconded by Robert Bedford. All were in favor. Motion carried.

<u>Consideration of the Recapture / Termination Policy:</u> Flo Girardi made a motion to adopt the Agency's Recapture and Termination Policy, as approved by the Governance Committee. This motion was seconded by Eric Mallette. All were in favor, Motion carried.

<u>Consideration of the Fee Schedule:</u> Flo Girardi made a motion to adopt the Agency's Fee Schedule, as approved by the Governance Committee. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

<u>Consideration of the Code of Conduct/Whistleblower Policy:</u> Flo Girardi made a motion to adopt the Agency's Code of Conduct/Whistleblower Policy, as approved by the Audit Committee. This motion was seconded by Tom Grech. All were in favor. Motion carried.

<u>Consideration of the Time and Leave Policy:</u> Flo Girardi made a motion to adopt the Agency's Time and Leave Policy, as approved by the Time and Leave Committee. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

Executive Session: Flo Girardi made a motion to go into executive session at 9:30 a.m. to discuss a matter of personnel and 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 9:50 a.m. This motion was seconded by Eric Mallette. All were in favor. Motion carried.

<u>Consideration of the Personnel Handbook, as presented by the Governance Committee:</u> This item was tabled until the June board meeting.

Old Business:

<u>Discussion and Consideration of a Trust Account for Post -Retirement Health Insurance Benefits (tabled from February):</u> This item was tabled.

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

<u>Minutes of April 16, 2024, Board Meeting:</u> Eric Mallette made a motion to waive the reading and adopt the minutes of April 16, 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 April 10, 2024 - May 14, 2024.

Committee Updates: There were no updates.

<u>Adjournment:</u> With all business concluded. Flo Girardi made a motion to adjourn the meeting at 9:52 a.m. This motion was seconded by Robert Bedford. All were in favor. Motion carried.

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

As of June 11, 2024

	Jun 11, 24
ASSETS	
Current Assets Other Current Assets	
490-00 · Interest due from PILOT account 380-01 · Accounts Recievable	-124,801.49 17,072.87
Total Other Current Assets	-107,728.62
Checking/Savings 200-22 · Checking (FNBLI)187009667 200-20 · Severance (FNBLI) 186702585 200-21 · Oper Invest MM(FNBLI) 186702577 200-19 · HithRetirement (FNBLI)186702593 200 · Cash 200-02 · Petty Cash 200-13 · Bank of America - 9419794381-Ck	10,000.00 389,085.65 405,949.40 1,694,175.70 63.71 77,331.94
200-14 · BankofAmerica MMS - 9419794402	3,051,747.52
Total 200 · Cash	3,129,143.17
Total Checking/Savings	5,628,353.92
Total Current Assets	5,520,625.30
Fixed Assets 400-051 · Computer equip. 400-04 · Accumulated Dep Computer 400-05 · Computer Equipment	-3,929.02 3,929.02
Total 400-051 · Computer equip.	0.00
400-100 · Machinery & equip. 400-102 · A/D - Equipment 400-101 · Equipment	-15,878.00 15,878.00
Total 400-100 · Machinery & equip.	0.00
450-00 · Leasehold improvement 450-02 · Accumulated Amort. 450-02. · Accum. Amortization - 2009 LHI 450-01 · Leasehold Improvements 450-03 · 2009 Leasehold improvements	-90,950.40 -5,618.27 14,140.00 84,273.98
Total 450-00 · Leasehold improvement	1,845.31
400-00 · Furniture & Fixtures 400-02 · Accumulated Depreciation 400-01 · Furniture and Fixtures	-27,728.68 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 700-3 · Diff - expect/actual exp GASB68 700-4 · Change in assumptions 700-5 · Diff expected & actual OPEB 700-6 · Change in assumptions OPEB	25,542.00 28,444.00 129,701.00 520,816.00 532,760.00
Total Deferred outflows of resources	1,237,263.00
Total Other Assets	1,237,263.00
TOTAL ASSETS	6,765,547.48
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities	
602-00 · Payroll Liabilities 602-09 · NY Unemployment	-1,438.89

10:07 AM 06/11/24 Accrual Basis

Town of Hempstead I. D. A. Balance Sheet

As of June 11, 2024

	Jun 11, 24
602-05 · FICA Tax W/H Medicare 602-03 · State Income Tax W/H 602-04 · FICA Tax W/H Social Sec. 602-07 · Disability W/H 602-02 · Fed'L Income Tax W/H 602-11 · AFLAC WITHHOLDING	8.00 9.80 34.14 80.40 100.00 115.29
Total 602-00 · Payroll Liabilities	-1,091.26
550-00 · Accrued Expenses	-409.22
Total Other Current Liabilities	-1,500.48
Total Current Liabilities	-1,500.48
Long Term Liabilities 602 · -10 Compensated absences 605 · Net pension liability - pro. sh Deferred inflows of resources	115,824.24 267,059.00
500-4 · Change in assumptions 500-1 · Difference between expect/act 500-2 · Change in pro - employer & prop 500-5 · Changes in assumption OPEB	1,433.00 9,069.00 9,285.00 337,798.00
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	2,678,901.76
Equity Net Income 3000 · Opening Bal Equity 909-00 · Fund Balance	434,693.94 498,858.39 3,153,093.39
Total Equity	4,086,645.72
TOTAL LIABILITIES & EQUITY	6,765,547.48

10:08 AM 06/11/24 Accrual Basis

Town of Hempstead I. D. A. Account QuickReport

As of June 11, 2024

Туре	Date	Num	Name	Memo	Split	Amount	Balance
00 ⋅ Cash							26,584.46
200-13 · Bank of A		81-Ck					26,584.46
Transfer	05/15/2024			Funds Transfe	200-14 · Bankof	50,000.00	76,584.46
Check	05/17/2024	52430	PAROLA, FREDERI	522-52 Pay Pe	-SPLIT-	-1,856.32	74,728.14
Check	05/17/2024	52431	LONGO, EDITH M.	522-52 Pay Pe	-SPLIT-	-649.67	74,078.47
Check	05/17/2024	52432	RHOADS, LORRAINE	522-52 Pay Pe	-SPLIT-	-919.89	73,158.58
Check	05/17/2024	52433	Arlyn C. Eames	522-52 Pay Pe	-SPLIT-	-3,072.62	70,085.96
Check	05/17/2024	52434	Lodato, Michael	522-52 Pay Pe	-SPLIT-	-2,964.61	67,121.35
Check	05/17/2024	52435	Laura N. Tomeo	522-52 Pay Pe	-SPLIT-	-1,998.38	65,122.97
General Journal	05/17/2024	GASB	Bank of America	522-52 Pay Pe	602-04 · FICA	-5,715.12	59,407.85
Check	05/17/2024	31436	Fevola Reporting & T	Invoice # 6479	522-22 · Public	-457.50	58,950.35
Check	05/17/2024	31437	Fevola Reporting & T	Invoice # 6480	522-22 · Public	-457.50	58,492.85
Check	05/28/2024	31438	Optimum	07858-547683	522-07 · Office	-309.46	58,183.39
Check	05/28/2024	31439	READY REFRESH b	Acct# 042347	522-07 · Office	-166.77	58,016,62
Check	05/28/2024	31440	AFLAC	NQR44- Invoic	602-11 · AFLA	-230.58	57,786.04
Check	05/31/2024	52436	PAROLA, FREDERI	522-52 Pay Pe	-SPLIT-	-1,782.78	56,003.26
Check	05/31/2024	52437	LONGO, EDITH M.	522-52 Pay Pe	-SPLIT-	-589.11	55,414.15
Check	05/31/2024	52438	RHOADS, LORRAINE	522-52 Pay Pe	-SPLIT-	-802.30	54,611.85
Check	05/31/2024	52439	Arlyn C. Eames	522-52 Pay Pe	-SPLIT-	-3,072.62	51,539.23
Check	05/31/2024	52440	Lodato, Michael	522-52 Pay Pe	-SPLIT-	-2,964.62	48,574.61
Check	05/31/2024	52441	Laura N. Tomeo	522-52 Pay Pe	-SPLIT-	-1.998.38	46,576.23
General Journal	05/31/2024	GASB	Bank of America	522-52 Pay Pe	602-04 · FICA	-5,583,30	40,992.93
Check	05/31/2024	electro	N.Y.S & LOCAL EMP	Code 51313 M	-SPLIT-	-1,279.53	39,713.40
Check	06/04/2024	31441	Town of Hempstead	Health Insuran	522-07 Office	-10,475.07	29,238.33
Transfer	06/10/2024		,	Funds Transfe	200-14 · Bankof	50,000.00	79,238.33
Check	06/10/2024	electro	NYS Deferred Comp	May 2024 (3)	-SPLIT-	-1,837.50	77,400.83
Check	06/10/2024	31442	TOH Dept of General	Postage - May	522-19 · Postag	-68.89	77,331.94
Total 200-13 · Bank	of America - 94197	794381-Ck				50,747.48	77,331.94
otal 200 · Cash					_	50,747.48	77,331.94
L						50,747.48	77,331.94