

**Town of Hempstead IDA**  
**Governance Committee Meeting AGENDA**  
**Old Courtroom, 350 Front Street, 2<sup>nd</sup> floor, Hempstead**  
**April 22, 2025 – 8:30 a.m.**

The Minutes of this meeting will be posted when available on IDA website:  
[www.tohida.org](http://www.tohida.org).

Members:

Eric Mallette, Chairman  
Thomas Grech  
Robert Bedford  
Edie Longo  
Arlyn Eames  
John Ryan  
Fred Parola

Agenda:

- Consideration and re-adoption of the By Laws
- Consideration and re-adoption of the Travel Policy
- Consideration and re-adoption of the Recapture and Termination Policy
- Consideration and re-adoption of the Retail Policy
- Consideration and re-adoption of the Fee Schedule
- Consideration and re-adoption of the Personnel Handbook

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**BYLAWS**  
**OF**  
**TOWN OF HEMPSTEAD**  
**INDUSTRIAL DEVELOPMENT AGENCY**

**ARTICLE 1 - THE AGENCY**

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

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

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

**ARTICLE II - BOARD**

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

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

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

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

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

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

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

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

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

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

(e) Each Member shall have one vote.

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

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

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

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

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

Section 4. Resignations and Removal of Members.

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

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

Section 5. Action by the Board.

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

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

Section 6. Place of Meeting. The Board may hold its meetings at either One Washington Street or 350 Front Street, Hempstead, New York, or at such place or places within the State of New York as the Board may from time to time by resolution determine. All meetings (annual, regular and special) shall be live-streamed and recorded as required by law.

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

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

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

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

Section 11. Quorum.

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

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

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

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

(i) the assets and liabilities, including the status of reserve, depreciation, special or other funds including the receipts and payments of such funds, of the Agency as of the end of the fiscal year;

(ii) the principal changes in assets and liabilities, including trust funds, during said fiscal period;

(iii) the revenue or receipts of the Agency, both unrestricted and restricted to particular purposes during said fiscal period;

(iv) the expenses or disbursements of the Agency for both general and restricted purposes, during said fiscal period; and

(v) a schedule of the bonds and notes of the Agency outstanding during said fiscal period, including all refinancings, calls, refundings, defeasements, and interest rate exchange or other such agreements, and for any debt issued during the fiscal period, together with a statement of the amounts redeemed and incurred during such fiscal period as a part of a schedule of debt issuance that include the date of issuance, term, amount, interest rate, means of repayment and cost of issuance.

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

(i) all critical accounting policies and practices to be used;

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

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

### **ARTICLE III - COMMITTEES**

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

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

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

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

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

the Board or the chair of such committee upon the advice and consent of all the Members of the Board or the Members of such committee. All committee meetings shall be live-streamed and recorded as required by law.

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

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

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

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

#### **ARTICLE IV - BOARD OFFICERS**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **ARTICLE V - EXECUTIVE OFFICERS AND OTHER PERSONNEL**

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

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

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

(b) sign all financial instruments and checks.

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

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

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

(f) Calculate the proportionate shares to be distributed to each taxing jurisdiction for new PILOTs using the current tax percentages as provided by the Nassau County Department of Assessment and the applicable Village tax departments.

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

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

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

Officer shall prepare and distribute all annual reports required by the IDA Act and the PAAA and as may otherwise be required by the Office of the Comptroller of the State of New York. The Chief Financial Officer of the Agency, shall assist the CEO, Agency Administrator and Chair in preparing the annual budget of the Agency for submission to the Board for approval and he or she shall distribute all copies of the annual budget of the Agency to all persons required by the IDA Act and the PAAA. The Chief Financial Officer and/or Deputy Financial Officer shall prepare board meeting material and notices. The Chief Financial Officer and/or Deputy Financial Officer shall be charged with the tracking of all lawsuits within the Agency and oversee the document process for such lawsuits in conjunction with the Agency Counsel. The Deputy Executive Director and/or Chief Financial Officer shall be the Freedom of Information Officer of the Agency in accordance with the provisions of the New York State Freedom of Information Law, Article 6 of the New York Public Officers Law. The Chief Financial Officer shall be charged with depositing PILOT money into a designated IDA PILOT bank account, and also with disbursing the PILOT money from that account to the appropriate taxing jurisdictions.

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

Section 6. Duties and Responsibilities of Agency Administrator. The Agency Administrator of the Agency shall assist the Executive Director and/or CEO and the CFO in carrying out the Agency's Mission Statement to fulfill the Agency's public purposes under the IDA Act and the PAA. The Agency Administrator shall assist the Deputy Agency Administrator in maintaining books and accounts and shall deposit all funds to the credit of the Agency in such banks and depositories as shall be selected by the Board. The Agency Administrator shall also serve on the following committees: Finance and Investment, Audit, and Time and Leave/Personnel. The Agency Administrator shall be responsible for reconciliation of all Agency operating accounts, and Time and Leave reconciliation. The Agency Administrator of the Agency shall assist the CEO and CFO of the Agency in the preparation of the annual budget of the Agency for submission to the Board for approval.

Section 6a. Duties and Responsibilities of the Deputy Financial Officer: The Deputy Financial Officer shall assist the Chief Financial Officer with policy writing, Agenda preparation and Board Meeting material coordination. The Deputy Financial Officer shall oversee all data collection and compliance management as required by the IDA ACT and the PAAA. The Deputy Financial Officer shall be responsible for the Annual Financial Report preparation and related documents. The Deputy Financial Officer shall also be charged with assisting the CEO with PILOT billing calculations and be responsible for all PILOT Billing including late PILOT billing and Administrative late fee billing, PILOT record keeping and PILOT

payment collection. Additionally, the Deputy Financial Officer will be responsible for all project data management, including sales tax exemptions, terminations and recapture procedures. The Deputy Financial Officer of the Agency shall be the Contracting Officer of the Agency for the disposition of real and personal property in accordance with the provisions of the PAAA.

Section 6b. Duties of the Deputy Executive Director: The Deputy Executive Director shall assist the Chief Financial Officer with new applications and guide applicants through the application process. The Deputy Executive Director shall schedule all public hearings, post notices and publication of all public hearings for the Agency. The Deputy Executive Director shall assist in the preparation of necessary closing documents for Applicants of the Agency, and provide status reports on construction of new projects and companies' adherence to all policies. The Deputy Executive Director is also responsible for document maintenance on the Agency's website, and for overseeing the live-streaming and recording of all meetings. The Deputy Executive Director shall serve on committees as appointed and act as certifier of employee time sheets. The Deputy Executive Director shall also verify invoicing amounts to the Deputy Agency Administrator for billing purposes. Additionally, the Deputy Executive Director shall be responsible for bank reconciliation of all PILOT Accounts.

Section 6c. Duties of the Deputy Agency Administrator: The duties of the Deputy Agency Administrator shall include but not be limited to serving on committees, maintaining bank signature cards, ordering office supplies, and reconciling LDC accounts monthly for segregation of duties.

The Deputy Agency Administrator shall keep and maintain the books and accounts of the Agency and shall have charge and custody of, and be responsible for, all funds and securities of the Agency. The Deputy Agency Administrator shall pay out and disburse such moneys under the direction of the CEO and the Chief Financial Officer. All such purchase orders and instruments and checks over certain dollar threshold as may be established from time to time by the Board shall be signed by the CEO or the Chief Financial Officer, or other officer or Board Member as shall be designed by the Board. The Deputy Agency Administrator shall also be responsible for all Pension reconciliation of all employees of the IDA. Additionally, the Deputy Agency Administrator shall be responsible for invoicing according to the Agency's Fee Schedule, and for the recording of Minutes for Board meetings when a stenographer is not present. The Deputy Agency Administrator shall coordinate Oaths of office for New Board Members and assist with setting up board member training and coordinate the execution of fiduciary forms. Additionally, they should track time and leave, maintain specific committee information and coordinate the scheduling of meetings.

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

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

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

## **ARTICLE VI - CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS**

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

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

Section 3. Checks, Drafts, etc. All checks, drafts and other orders for the payment of money out of the funds of the Agency, and all notes or other evidences of indebtedness of the Agency, shall be signed on behalf of the

Agency in such manner as shall from time to time be determined by these By-laws or by resolution of the Board.

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

## **ARTICLE VII - INDEMNIFICATION AND INSURANCE**

Section 1. Authorized Indemnification. Unless clearly prohibited by law or Section 2 of this Article VI, the Agency shall indemnify any person ("Indemnified Person") made, or threatened to be made, a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by or in the right of the Agency, by reason of the fact that he or she (or his or her testator or intestate), whether before or after adoption of this Section, (a) is or was a Member or officer of the Agency, or (b) in addition is serving or served, in any capacity, at the request of the Agency, as a Member or officer of any other Agency, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Agency shall have consented to such settlement) and reasonable expenses, including attorneys' fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal thereof.

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

Section 3. Advancement of Expenses. The Agency shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Agency, pay or promptly reimburse the Indemnified Person's reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Agency, with interest, for any amount advanced for which it is ultimately determined that he or she is not entitled to be indemnified under the law or

Section 2 of this Article VI. An Indemnified Person shall cooperate in good faith with any request by the Agency that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

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

Section 5. Determination of Indemnification. Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court the Board shall, upon written request by the Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these By-laws. Before indemnification can occur the Board must explicitly find that such indemnification will not violate the provisions of Section 2 of this Article VI. No Member with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Members is not obtainable, the Board shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these By-laws.

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

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



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

## **ARTICLE VIII - CONFLICTS OF INTEREST**

Section 1. Definition of Conflicts of Interest. A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence Agency policies or actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any Member of his or her immediate family (spouse, parents, children, brothers or sisters, and spouses of these individuals); or (c) any organization in which he or she, or an immediate family member is a member, trustee, officer, member, partner or more than 10% shareholder. Service on the board of another not-for-profit agency does not constitute a conflict of interest. The Board shall adopt a Conflict of Interest policy.

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

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

The member or officer shall execute a recusal form and engage in no action or discussion with respect to the Agency's action as to the particular transaction, contract or application. The Board shall approve only those contracts or transactions in which the terms are fair and reasonable to the Agency and the arrangements are consistent with the best interests of the Agency. Fairness includes, but is not limited to, the concepts that the Agency

should pay no more than fair market value for any goods or services which the Agency receives and that the Agency should receive fair market value consideration for any goods or services that it furnishes others. The Board shall set forth the basis for its decision with respect to approval of contracts or transactions involving conflicts of interest in the minutes of the meeting at which the decision is made, including the basis for determining that the consideration to be paid is fair to the Agency. All executed contracts must be reviewed and approved by Agency Counsel, along with the correlating resolutions.

Section 4. Validity of Actions. No contract or other transaction between the Agency and one or more of its Members or officers, or between the Agency and any other company, corporation, firm, association or other entity in which one or more of its members or officers are Members or officers of the Agency, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such Member or Members or officer or officers of the Agency are present at the meeting of the Board, or of a committee thereof, which authorizes such contract or transaction, or that his or her, or their votes are counted for such purpose, if the material facts as to such Member's or officer's interest in such contract or transaction and as to any such common membership, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Member or officers. Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Board or committee, which authorizes such contract or transaction. At the time of the discussion and decision concerning the authorization of such contract or transaction, the interested Member or officer should not be present at the meeting.

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

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

## **ARTICLE IX - COMPENSATION**

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

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

Before approving the compensation of an officer or employee, the Board shall determine that the total compensation to be provided by the Agency to the officer is reasonable in amount in light of the position, responsibility and qualification of the officer for the position held, including the result of an evaluation of the officer's prior performance for the Agency, if applicable. In making the determination, the Board shall consider total compensation to include the salary and the value of all benefits provided by the Agency to the individual in payment for services. At the time of the discussion and decision concerning an officer's compensation, the officer should not be present in the meeting. The Board shall obtain and consider appropriate data concerning comparable compensation paid to similar officers in like circumstances.

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

## **ARTICLE X - GENERAL**

Section 1. Books and Records. These shall be kept at the office of the Agency: (1) correct and complete books and records of accounts, (2) minutes of the proceedings of the Board and the standing and special Committees of the Agency, (3) a current list of the Members of the Board and the officers of the Agency and their residence addresses, (4) a copy of these By-laws, (5) a copy of the Agency's application for recognition of exemption with the Internal Revenue Service, and (6) copies of the past three (3) years' information returns to the Internal Revenue Service. After seven (7) years, all records shall be scanned and stored in an electronic filing system. (Refer to the Records Retention and Disposition Policy.)

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

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

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

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

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

## **ARTICLE IX - AMENDMENTS**

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

Adopted by the Board 06/21/06

Amended by the Board 5/23/07

Re-Adopted by the Board 5/27/09

Amended by Governance Committee 2/24/10

Re-Adopted by Board 3/24/10

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

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

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

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

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

Re-adopted by Board May 18, 2016

Readopted by Board with amendments by Governance September 28, 2016

Amendments adopted by Governance 4/17/19

Re-adopted by Board May 22, 2019

Amendments adopted by Governance: 4/23/20

Re-adopted by Board: 5/28/20

Amendments adopted by Governance: 4/22/21

Re-adopted by Board: 5/20/21

Amendments adopted by Governance: 4/21/22

Re-adopted by Board with amendment: 5/19/22

Re-adopted by Board: 4/18/23

Amendments adopted by Governance: 4/16/24

Adopted by Board: 5/21/24

Resolution Number: 025-2025

Ayes:

Nays:

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

**TOWN OF HEMPSTEAD  
INDUSTRIAL DEVELOPMENT AGENCY**

**Uniform Travel Policy of the IDA**

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

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

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

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

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

PROOFS REQUIRED UPON AUDIT BY INDEPENDENT AUDITORS/AUDIT COMMITTEE

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

FRAUDULENT CLAIMS

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

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

## IDA CEO/CFO RESPONSIBILITY

Verify that all charges are actual, reasonable and necessary.

## TRAVELER'S RESPONSIBILITY

Obtain necessary approvals for travel, including method of travel.

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

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

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

Submit required contemporaneous receipt of documentation.

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

## MEALS AND LODGING EXPENSES

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

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

## TRANSPORTATION EXPENSES

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

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

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

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

EXTENDED TRAVEL

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

NON-SALARIED OFFICIALS:

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

NOW, THEREFORE, BE IT

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

Adopted: May 17, 2006, May 27, 2009, May 19, 2010, June 2, 2011, May 30, 2012, May 29, 2013, May 28, 2014, May 27, 2015, May 18, 2016, September 28, 2017, May 24, 2018, May 22, 2019, May 28, 2020, May 20, 2021, May 19, 2022, May 23, 2023, May 21, 2024, May 21, 2024,

Ayes:

Nays:

Resolution Number: 031-2006, 036-2009, 030-2010, 034-2011, 027-2012, 030-2013, 027-2014, 037-2015, 029-2016, 033-2017, 043-2018, 025-2019, 031-2020, 030-2021, 026-2022, 024-2023, 025-2024, 026-2025

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



## **RECAPTURE AND TERMINATION POLICY TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY**

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

### **I. Termination or Suspension of Financial Assistance**

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

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

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

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

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

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

## **II. Recapture of Financial Assistance**

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

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

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

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

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

## **III. Modification of Payment In Lieu of Tax Agreement**

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

(Recapture and Termination Policy)

Adopted:

Ayes:

Nays:

Resolution Number: 027-2025

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

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY  
RETAIL FACILITY POLICY

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

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

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

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

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

Adopted:

Ayes:

Nays:

Resolution Number: 028-2025

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

**TOWN OF HEMPSTEAD  
INDUSTRIAL DEVELOPMENT AGENCY  
FEE SCHEDULE**

APPLICATION FEE:

The Town of Hempstead Industrial Development Agency (HIDA) will charge a non-refundable Application Fee of \$3,000.00, **plus a \$500.00 administrative expense for the development of a Cost Benefit Analysis to be paid at the time of submitting the formal application. The application fee or Cost Benefit Analysis Development fee will not be applied to the final administrative fee.**

ADMINISTRATIVE FEES:

HIDA will charge an Administrative Fee as follows:

*-Taxable Bonds, Tax Exempt Bonds and Straight Lease Transactions.* The minimum fee will be on (i) the amount of the bonds; or (ii) in the case of a straight lease, the total projects costs or amount of the increased value of the assets plus the amount of all anticipated capital improvements and/or equipment to be purchased for which the applicant will receive benefits from HIDA, such fees will be calculated as follows:

<u>Value</u>	<u>Minimum Fee</u>
Up to <u>\$25,000,000.00</u>	.60 of 1%
In Excess of <u>\$25,000,000.00</u>	1/10 of 1%

*-Special Straight Lease.* A transaction less than \$1,500,000 in total (all project costs) may be considered for a "Special" Straight-Lease which would have an agency fee of \$7,000.00 or less.

*- PILOT Payments.* In addition to the late fees assessed for late PILOT payments that are payable to the taxing jurisdictions, HIDA will charge an additional 1.5% administrative late fee per month on the total amount due.

ANNUAL COMPLIANCE FEES:

HIDA will charge an initial compliance fee of \$3,000.00 and an Annual Compliance Fee of \$1,500.00 for the term of the bonds or straight lease for any project that closes after November 1, 2016. This non-refundable fee will be paid yearly in advance on January 1<sup>st</sup>. This fee will cover the cost of annual reporting and monitoring of the transaction. This fee is subject to periodic review and can be adjusted at the discretion of HIDA. .

AGENCY COUNSEL:

The fee for Agency Counsel is the responsibility of the applicant and is 1/10<sup>th</sup> of 1% of (i) the amount of the bonds, or (ii) under a straight lease, the amount of the total project costs or the amount of the increased value of the assets plus the amount of all anticipated capital improvements and/or equipment to be purchased for which the applicant will receive benefits from HIDA. The fee structure may be adjusted for a "Special" Straight-Lease only. For terminations, consents, second mortgages and other financings, Agency Counsel shall bill at the prevailing hourly rate.

BOND/TRANSACTION COUNSEL:

The fee of Bond/Transaction Counsel also is the responsibility of the applicant. Upon request, the applicant shall receive an estimate of the fee prior to the inducement resolution. The applicant will receive an engagement letter along with inducement package.

MISCELLANEOUS FEES:

<u>TYPE</u>	<u>MINIMUM AMOUNT</u>
Document Processing	\$1,000-\$2,000
Basic Cost Benefit Analysis (for projects that do not have: DEC Remedial Plans, Multi-family housing, Retail, increased traffic, impact to taxing jurisdictions such as school district, sanitation or other special districts, or a project that may exceed \$5,000,000.00)	\$2,500.00
Comprehensive Cost Benefit Analysis	\$7,000.00
<b>Note: A new Cost Benefit Analysis may not be needed for existing IDA projects where the property is being conveyed to a new owner and there is an assignment and assumption of benefits and agreements.</b>	
Assignments and assumption Of IDA Lease Agreements and Installment Sale Agreements	
Up to \$25,000,000.00	.60 of 1%
In Excess of \$25,000,000.00	1/10 of 1%
Extension of Inducement	\$500.00
Amendments, waivers,	\$750.00-\$1,500.00

Leases and subleases, etc.*	
Sales Tax Exemption Extensions	\$500.00
Consent, 2 <sup>nd</sup> Mortgages and other Financings	Set by Board on a case to case basis. Regular Fee Schedule for new Money
TACA's and NDA's (Tenant Agency Compliance Agreements) (Non-Disturbance Agreements)	\$1,000.00
Refinancing of Bonds*	.60 of 1% of the outstanding bonds, plus the applicable Administrative Fee as scheduled above for new money
Assumption of Outstanding Bonds*	1/8 of 1% of the outstanding bonds plus the applicable Administrative Fee as scheduled above for new money
Termination Fee	\$2,000.00

*\*Each transaction is reviewed for its complexity and these fees are subject to an adjustment at the discretion of HIDA.*

EXPENSES:

All expenses incurred by HIDA (i.e. notices, court recorders, meeting rooms, etc.) shall be for the account of the applicant. All underwriting, trustee, legal, etc. expenses for the issuing of the bonds, notes, or straight leases shall be for the account of the applicant.

Adopted:  
Resolution Number: 029-2025  
Ayes:  
Nays:

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Chairman





## Town of Hempstead IDA Personnel Handbook

This manual is designed to acquaint you with the Town of Hempstead IDA and provide you with information about working conditions, benefits and policies affecting your employment.

The information contained in this Manual applies to all employees of the TOH IDA. Adhering to the policies described in the Manual is considered a condition of continued employment. The manual is a summary of our policies which are presented here only as a matter of information, and will be reviewed annually by the IDA Board and may from time to time be amended or changed at the sole discretion of the Board.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

This manual supersedes all previously adopted employee benefit resolutions and memos that may have been issued from time to time. No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with the CEO or CFO.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the IDA will be based on merit, qualifications and abilities. The TOH IDA does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age, or disability. The IDA is an EEOC Employer.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the Attention of the CEO or CFO. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action including termination of employment.

This handbook was adopted by Board resolution as of \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Town of Hempstead Industrial Development Agency, a public benefit corporation having its principal office at 350 Front Street, Ste. 240A, Hempstead, New York 11550.

The Town of Hempstead Industrial Development Agency (IDA) shall be the sole holder of the policies contained in this handbook and no Service Fee of any kind will be exchanged as dues for the benefits contained herein. The IDA is **not** a party to the Town of Hempstead (Town) Collective Bargaining Agreement between the Town and CSEA Local 880, or any other Union in the State of New York.

This handbook will supersede every and all previously adopted Personnel resolutions dating back to 1996.

The following benefits **will not** be included to employees of the IDA: Legal Services Plan and a 457 B Roth Plan. The IDA offers Deferred Compensation for those employees who choose to elect to participate in said plan.

You enter employment voluntarily and you are free to resign at any time for any reason or no reason.

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Similarly, the IDA is free to conclude its relationship with any employee at any time for any reason or no reason.

Workday: The Standard Agency workday shall consist of seven hours and forty-five minutes per day, consisting of thirty-six hours and fifteen minutes per week, less one hour meal period generally taken between 12:00 pm and 2:00 p.m. Employees who have completed the 6-month probationary period and who are regularly scheduled to work 40 hours per week (inclusive of paid 1 hour lunch) are eligible for the benefit sponsored by the Company, subject to the terms, conditions, and limitation of each benefit program. The IDA expects that every employee will be punctual in attendance. This means being in the office, ready to work at their starting time each day. Absenteeism and tardiness place a burden on other employees and on the Agency. If you are unable to report to work for any reason, please notify the **CEO and CFO** before your regular start time.

Agency Offices: Agency employees shall perform their function at the IDA offices, 350 Front Street, 2<sup>nd</sup> Floor, Room 234A, Hempstead, New York or at any such location as may be reasonable and necessary in the furtherance of the Agency's business. Office Hours are 9:00 a.m. To 4:45 p.m. Monday through Friday. In the event that an employee is absent from the Agency's office other than during their meal period and is not attending an official meeting of the Agency, the closing of an IDA project or at such location as may be reasonable and necessary in the furtherance of the IDA's business, the time involved shall be charged first to the employees personnel leave account, if time if available and then to the employee's vacation leave account. At times emergencies such as severe weather, fires, pandemics, and power failures can disrupt Agency operations. The decision to close the office will be made by the CEO of the IDA.

Payroll: All IDA employees will be paid on a bi-weekly basis on Fridays at the close of the payroll week. The payroll will run from Sunday to Saturday. Employees can opt into the direct deposit program through the payroll company contracted to issue checks for the IDA.

Wages: All Salaries and titles will be set by the Board adopting a hiring resolution. Salary Increases will also be set by the board by resolution in **all** circumstances. Additionally, the IDA will follow the cost-of-living increases as determined by the Town of Hempstead. The IDA **does not** have a Graded Salary Plan or titles that fall into a Graded civil service category.

Longevity Increments: Each year, each employee in the service of the IDA shall receive the increments for longevity by reason of the number of years of service:

10-14 years	Total annual payment of \$375.00 payable in December of the completed calendar year
15-19 years	Total Annual payment of \$900.00 payable in December of the completed calendar year
20+ years	Total Annual payment of \$1,675.00 payable in December of the completed calendar year.

In the event of an employee's severance, any longevity payment due will be paid to said employee or their legal representative within 45 days of the date of severance.

Health Insurance: New employees to the IDA will have a six-month waiting period (or such shorter period as may be required by law, board approval or Plan rules) to be eligible for Town-paid or Co-Paid Health Insurance coverage. For employees hired as a full-time IDA employee prior to January 1, 2005,

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the IDA shall provide at no cost to the employee the NYSHIP Empire Plan or available Health Maintenance Organization (HMO) options. For employees hired on or after January 1, 2005, and prior to January 1, 2009, shall contribute towards the cost of such Health Insurance as follows:

Year of Eligibility: 1-2 15% 3-5 10%

After 5 ½ years of full-time IDA employment the IDA shall provide health insurance coverage with no contribution by the employee.

Employees hired after January 1, 2009, and Prior to April 23, 2013, at the IDA, contributions will be as follows:

Year Of Eligibility: 1-4 15%, 5-10 10%

After 10 ½ years of full time IDA employment the employee should have no contribution towards their health insurance.

Full time Employees hired on or after April 23, 2013, the employee will pay 15% towards the cost of their health insurance.

Full time employees hired after January 1, 2022, shall contribute 17% towards the cost of their health insurance.

For employees who retire with at least ten (10) years of service with the IDA shall pay (or co pay) the percentage share of the cost of individual or family health and dental insurance for employees in retirement which was in effect for such employee on the day immediately preceding the employee's retirement.

Dental Insurance: Effective January 1, 2022, the Agency agrees to make the maximum coverage benefit payment for the non-contributory Dental Plan in the amount of \$2,400 per annum. Employees are responsible for paying the yearly \$25 deductible.

Optical Plan: The IDA agrees to pay the full cost of the non-contributory optical insurance plan through the Town of Hempstead inclusive of spouses and family dependents. The Maximum annual Optical coverage shall be \$360.00 dictated by the plan limitations.

Buy Back: Effective January 1, 2022, if an employee is covered by another Health Insurance Plan through a spouse or partner, they may participate in a buyback program known as the Health Insurance Supplement Plan, and upon certification of other insurance coverage, shall receive a sum equal to 33 1/3 % premium savings by the IDA. The money provided by the buyback program shall be considered a Health Insurance Supplement and payment shall be made biannually on June 1 and December 1 of the Calendar year.

Employees of the IDA will have an option to participate in coverage through the Empire Plan or one of the Town of Hempstead HMO plans. Effective January 1, 2018, should the employee elect to purchase one of the HMO plans the employee shall be required to pay the difference in cost between the premium for the Empire Plan and the selected HMO. The Annual sum owned shall be divided into equal payment to be deducted from the employees' bi-weekly paycheck.

Employees age 26 and under who present proof of coverage through their parent or guardian are not entitled to participate in the buy-back program.

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All Health Insurance programs are administered by the Town of Hempstead and will be billed to the IDA monthly for premium payments. Note: **Proof of insurance must be furnished annually (due January 1) to participate in the buyback program.**

Dental Insurance: The IDA continues to participate in the non-contributory dental plan including all increases in premium payments. These benefits will be administered by the Town of Hempstead and will be billed to the IDA monthly for premium payments. There will be a yearly deductible of \$25.00 while using a plan participating Dentist.

Optical Insurance Plan: The IDA continues to participate in the non-contributory optical insurance plan for the maximum annual coverage of \$360.00 annually. The plan coverage shall include spouses and family dependents.

Personal Leave: During each calendar year, each employee hired before March 22, 1988, shall be entitled to 5 personal leave days on January 1. Personal days cannot be accumulated from year to year. Any unused personal leave days shall be converted to vacation days. Employees hired on or after March 22, 1988, shall accrue personal leave on their designated anniversary date as reflected in their hiring resolution. They shall be granted after the completion of the following years of service:

Years of Service	Days
1	2
2	3
3	4
4+	5

Any unused personal days shall be added to the vacation days of the employee.

Three days' notice of intention to use personal days shall be given to the CEO and CFO except in the case of an emergency.

Employees shall have the option, once each calendar year, to convert at least two, but not more than five, full personal leave days into 50% of the cash equivalent of the converted days. The department head must be notified of the intent to exercise this option.

Bereavement Leave: Each employee shall be entitled to bereavement leave without loss of pay as follows:

Three (3) - working days in the event of the death of: husband, wife, daughter, son, father, mother, sister, brother, mother-in-law, father-in-law, stepchildren, stepparents, half-brothers, and half-sisters.

One (1) - working day in the event of death of: Grandparents, grandchildren, brother-in-law-, sister-in-law.

No bereavement days may be accumulated and can only be utilized for bereavement.

Vacations: During each calendar year, each employee shall be entitled to annual vacation leave, based on seniority, with pay as follows:

Upon completion of six (6) months employment and employee will receive a credit of five (5) days and then will begin accruing leave credits at a rate of ½ day each bi-weekly payroll period provided the

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employee worked and was paid for having worked no less than six (6) of the ten (10) working days in the payroll period.

Years of Service	Bonus Vacation Leave	Yearly Total Vacation Leave
2	0	13 days
3	1	14 days
4	2	15 days
5	3	16 days
6	4	17 days
7	5	18 days
8	6	19 days
9	6	19 days
10	7	20 days
11	7	20 days
12	7	20 days
13	8	21 days
14	8	21 days
15+	12	25 days

For employees hired prior to January 1, 2013, they shall be paid for accumulated unused vacation up to a maximum of one hundred (100) days. Employees shall receive payment for accumulated unused vacation leave for a maximum of one hundred (100) days upon termination. Such payment shall be made within 45 days. For employees hired after January 1, 2013, employees shall receive payment for accumulated unused vacation leave of record for up to a maximum of fifty (50) days. Such payment shall be made within 45 days.

Payments may be made in a lump sum or may elect to receive such payment in annual installments not to exceed five years.

Vacation leave is a pre-planned absence from employment and needs approval of the CEO or CFO. Seniority with the IDA shall determine priority order for vacation schedules. All employees are required to take all vacations which may exceed the one hundred (100) days cap in the calendar year or lose the excess days.

Sick Leave: Each employee shall be entitled to thirteen (13) days of paid sick leave per year which will be earned at the rate of ½ day per pay period providing the employee worked no less than six (6) of the ten working days in the pay period.

Unless discharged for cause, each employee or their legal representative shall be compensated for the employee's accumulated unused sick leave in accordance with the following schedule:

- Level 1— After 5 years of completed service 25% – Employee must have a minimum of 25 days
- Level 2— After 10 years of completed service 50% - Employee must have a minimum of 50 days.
- Level 3-After 15 years of completed service – 75% -Employee must have a minimum of 75 days.
- Level 4-After 20 years of completed service 100%-Employee must have a minimum of 100 days and hired prior to January 1, 2013, and 75 days for employees hired after January 1, 2013.

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If the employee lacks the required minimum for the stated years of service, sick time will be paid at the rate commensurate with the appropriate minimum. (example: Employee with 20 years of service but having only 50 days will be paid at the rate of 50%). The maximum payout of sick time will be capped at 200 days for employees hired prior to January 1, 2013, and 100 for Employees hired at the IDA after January 1, 2013. If the employee shall die while in the service of the IDA, their legal representative shall receive payment for accumulated unused sick time based on the above schedule.

Reduced Work Schedule: Full time employees who are on leave, on approval of the CEO, may return to a reduced schedule at a prorated salary for the total length of the leave. A reduced schedule is defined as a minimum of twenty (20) hours per week or forty (40) hours per pay period. All leave, vacation and sickness will be on a prorated basis. Health, dental and optical shall also be provided unless the employee dips below the required hours of work as outlined. Employees failing to work the minimum number of hours shall cease to receive the benefits outlined and will be returned to full leave.

Retirement Plan: All full-time employees shall be enrolled in the New York State Retirement System. If an employee is hired by the IDA but was previously employed by another State or Local Municipal Entity, the new hire may use their original hire date if they were a member of another New York State Public Employees Retirement Plan.

Health Insurance Retirement: The IDA shall pay the percentage share of the cost of health and dental insurance for the spouse provided that the surviving spouse demonstrates a need for family coverage, for the life of the spouse at the same rate of contribution which was in effect for such employee on the day immediately preceding the Employees retirement. Spouse is defined as the spouse of the Employee at the time of his/her retirement. These benefits shall not extend to any subsequent re-marriage of the Employee after retirement.

Employees covered by the incentive described in the preceding paragraph are those who have completed twenty (20) years of service with the Agency and who retire from the TOHIDA:

1. on or after the date which the employee is first eligible to retire with or without penalty, based on age, length of service and tier under the NYSLRS.

OR

2. Within three (3) years of the anniversary of the effective date on which the Employee completes twenty (20) years of service with the IDA and only if he/she has already passed the date on which he/she was first eligible to retire based on age, length of service and tier under the NYSLRS.

Note: The reference to three (3) years in the above paragraph shall revert to six (6) months on December 31, 2025.

Overtime: The IDA **does not** grant overtime. All employees are hourly or annual employees.

Compensatory Time: Is limited and at the sole discretion of the CEO.

Holidays: Full time employees shall receive the following holidays off with pay:

New Years Day  
Martin Luther King's Birthday  
Presidents Day  
Memorial Day  
Juneteenth  
Independence Day

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Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
The Day after Thanksgiving Day  
Christmas Day

Note: One or Two floating holidays will be added depending on holidays that may fall on a weekend. This will be determined by the payroll schedule published by the Town of Hempstead at the beginning of each year.

Meal Break: Full-time employees receive a 1 hour paid meal period each workday.

Jury Duty: An employee who is called to serve as a juror will receive their regular pay. The employee will remit to the Employer all pay, less mileage allowance, received for Jury Duty. Receipt of a subpoena or notice to report for jury duty must be immediately reported to the department head.

The protection of confidential business information and trade secrets is vital to the interests and success of the TOH IDA. Such confidential information includes but is not limited to the following examples:

- Compensation Data
- Financial Information
- Personnel and Payroll records
- Personal Information
- Conversations between any persons within the Company

Employees who improperly use or disclose confidential business information from within the Agency will be subject to disciplinary actions including termination of employment, legal action even if they do not actually benefit from the disclosed information.

Policy Attachments:

- Sexual Harassment
- Code of Ethics
- Whistle-blower Policy
- Time and Leave Policy

**Print Name:** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Resolution # 030-2025**

**Re-adopted:**

**Ayes:**

**Nayes:**

\_\_\_\_\_  
**Chairman**

**Initial:** \_\_\_\_\_