

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	512,556.76
1	C	MILITARY TRIBUTE BANNERS	4,025.00
1	C	CSEA EMPLOYEE BENEFITS	11,357.61
1	C	THE CITY STARS ORCHESTRA FRANK BENVENUTO	900.00
1	C	SCANLON, KIMBERLY	1,606.42
1	C	MOONEY, RICHARD	800.00
1	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	566,202.23
1	W	LIBRARY FUND, INC. VILLAGE OF FLORAL PK	100,000.00
1	C	NASSAU COUNTY DEPT HEALTH	275.00
1	C	NASSAU COUNTY DEPT HEALTH	275.00
1	C	ALILIONIS, HENRY	1,260.00
1	C	ANTHEM SPORTS	2,097.61
1	C	ARLAND PRINTING	68.00
1	C	ARNONE, STEVEN	232.78
1	C	AT&T MOBILITY	1,092.64
1	C	ATLANTIC A PROGRAM OF DE LAGE LANDEN FINANCIAL SERVICES	1,553.44
1	C	BARNWELL HOUSE OF TIRES	6,108.96
1	C	BARNWELL TIRES	252.00
1	C	BEARDSLEE TRANSMISSION	1,520.62
1	C	BEST HARDWARE & MILL SUPPLIES	166.51
1	C	BLANK SLATE MEDIA LLC	145.30
1	C	BMB CONSULTING LLC	1,125.00
1	C	BOWEN AUTO ELECTRIC, INC.	379.90
1	C	BRANDT, FRANCIS	1,288.00
1	C	C & C AUTO BODY	1,046.66
1	C	CABLEVISION LIGHTPATH LLC	939.67
1	C	CALLAHEAD	148.00
1	C	CDWG	1,740.13
1	C	CHERRY, EDSON & KELLY, LLP	100.00
1	C	CLAIMS SERVICE BUREAU NY	1,614.00
1	C	COGAN MD, FREDRIC	170.00
1	C	CON-KEL LANDSCAPING	6,300.00
1	C	CONWAY, KEITH	250.00
1	C	DARLENE LANZA	143.91
1	C	DRUM INDUSTRIAL SALES CORP	2,913.54
1	C	DVIRKA & BARTILUCCI ENGINEERS AND ARCHITECTS, P.C.	3,900.00
1	C	ELECTRONIC SYSTEMS SOLUTIONS, INC	882.00
1	C	ERIC O'CONNOR C/O FIRE DEPARTMENT	152.02
1	C	ESCREEN INC.	140.25
1	C	ESSCO DISTRIBUTING, INC.	8,088.81
1	C	ESSCO SERVICE COMPANY, INC	400.00
1	C	FEDERAL EXPRESS	39.82
1	C	FLEETPRIDE	2,156.22
1	C	FLORAL PARK HVAC CORP.	2,634.00
1	C	FLORAL PARK HVAC CORP.	19,047.20
1	C	FUN EXPRESS, LLC	177.73

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	GABRIELLI TRUCK SALES LTD	149.23
1	C	LENCO SUPPLY INC.	5,113.30
1	C	GLOBAL MONTELLO GROUP	12,139.29
1	C	GRAINGER	123.67
1	C	GRANITE TELECOMMUNICATIONS	262.95
1	C	GREAT LIGHTS ELECTRIC LLC	8,642.00
1	C	GREEN, JAMES	6,576.64
1	C	HAWKINS DELAFIELD & WOOD LLP	9,873.34
1	C	HEARNE PEST CONTROL, INC.	640.00
1	C	HI-TECH FIRE & SAFETY INC	968.27
1	C	HOME DEPOT CREDIT SERVICE	198.48
1	C	JAMAICA ASH & RUBBISH REMOVAL CO., INC.	6,804.14
1	C	JAMES XENOS	150.00
1	C	JOHN HOLLERAN & JO-ANN HOLLERAN & LAW OFFICES OF FRANK M. S	85,000.00
1	C	L.I. SANITATION EQUIPMENT CO.	7,807.74
1	C	LACAL EQUIPMENT	3,388.56
1	C	LEXIPOL, LLC	3,617.64
1	C	LIESNER, JAMIE	576.00
1	C	LIFFCO POWER EQUIPMENT	26.50
1	C	LONG ISLAND PANELING CEILINGS & FLOORS	143.36
1	C	LUGER, GILBERT	145.22
1	C	MAINGON, KITIARA	247.50
1	C	MANOR DELICATESSEN	245.50
1	C	MATTHEW VOTA	54.98
1	C	MAYDAY COMMUNICATIONS INC.	740.00
1	C	METLIFE-GROUP BENEFITS	817.16
1	C	MEYFOHRT, KYLE	280.00
1	C	MEYFOHRT, LYNN	240.00
1	C	MICROSOFT	612.00
1	C	MILENA'S GARDEN CENTER	330.00
1	C	MILLER BROS. PLUMBING & HEATING	1,175.00
1	C	MINEOLA BICYCLE FITNESS & MOWER	790.95
1	C	MORELAND HOSE & BELTING CORP.	318.64
1	C	MULLEN, MARC	500.00
1	C	MURPHY, CATHERINE P.	175.00
1	C	NASSAU COUNTY VILLAGE OFFICIALS ASSOCIATION	400.00
1	C	NEVILLE FLEET SERVICE	11,193.54
1	C	NFPA	755.95
1	C	NORTHERN TOOL & EQUIPMENT	723.87
1	C	NYS ASSOCIATION OF FIRE CHIEFS	100.00
1	C	OFFICE OF JUSTICE COURT SUPPORT (JCAP)	2,932.54
1	C	OPTIMUM	11.28
1	C	OPTIMUM	100.22
1	C	OPTIMUM	34.84
1	C	OPTIMUM	8.68
1	C	PARTS AUTHORITY	1,480.74

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1 C		PHOENIX BUILDING PRODUCTS, INC.	1,038.17
1 C		PSEG LONG ISLAND	3,407.97
1 C		QUADIENT FINANCE USA, INC.	179.53
1 C		RAEL SPRINKLER MAINTENANCE CORP.	2,900.00
1 C		RAINDEW FAMILY CENTER	60.74
1 C		RASON MATERIALS	7,713.58
1 C	RF	BIRMINGHAM, KERI	68.00
1 C	RF	DE JESUS, AIDEN	68.00
1 C	RF	DE JESUS, JORGE	470.00
1 C	RF	ECKERT, EMILY	68.00
1 C	RF	GASKIN, JOSEPH	141.00
1 C	RF	GATELY, MARTY	141.00
1 C	RF	HARKINS, ERIN	136.00
1 C	RF	HOGSETT, RUSSEL	188.00
1 C	RF	KLINE, EMMA	68.00
1 C	RF	PAOLILLO, JEROME	141.00
1 C	RF	SHEEHAN, FRANK	141.00
1 C	RF	SHEEHAN, TOM	141.00
1 C	RF	TAM, GREGORY	102.00
1 C	RF	DEJESUS, AVA	34.00
1 C	RF	O'SULLIVAN, BRENDAN	85.00
1 C	RF	SAPANO, AVA	68.00
1 C		ROADWORK AHEAD, INC.	77,937.00
1 C		RYAN LAHEY	129.95
1 C		RYAN, BRENNAN & DONNELLY LLP	6,741.28
1 C		S & M TIRE RECYCLING, INC.	175.00
1 C		S & S WORLDWIDE, INC.	202.15
1 C		SKINNON & FABER	76.04
1 C		SOUTH SHORE FIRE & SAFETY EQUIPMENT DISTRIBUTORS INC	889.78
1 C		SPRAGUE OPERATING RESOURCES LLC	16,422.52
1 C		ST. LOUIS QUINT CONCEPTS, LLC	3,300.00
1 C		STAPLES CONTRACT & COMMERCIAL	597.34
1 C		STATE COMPTROLLER, OFFICE OF JUSTICE COURT FUND	3,095.00
1 C		SUPERIOR CONTRACTING & IRRIGATION	11,250.00
1 C		SUSAN REILLY	1,150.00
1 C		SWEETLAND, WENDELL	705.00
1 C		SYOSSET TRUCK SALES, INC.	1,636.82
1 C		THOMAS ASFAR	150.00
1 C		TIP TOP AUTO BODY, INC.	300.00
1 C		UBS FINANCIAL SERVICE INC	61,489.82
1 C		ULINE	3,358.14
1 C		USI EDUCATION & GOVERNMENT SALES.	457.63
1 C		VAN BUREN GMC SALES CORP.	1,229.13
1 C		VELVETOP	1,151.40
1 C		VERIZON	1,255.24
1 C		VERIZON-RPC	1,471.42

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	WALDRON, MARY KATE	175.00
1	C	WALSH, ARTHUR T.	250.00
1	C	WATER AUTHORITY OF WESTERN NASSAU COUNTY	405.65
<b>Total General</b>			<b>1,658,248.76</b>
2	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	81,873.97
2	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	69,425.91
2	C	AACS CORP.	3,832.90
2	C	ARNONE, STEVEN	82.51
2	C	BEST HARDWARE & MILL SUPPLIES	34.99
2	C	BILKA, WENDY	430.00
2	C	BIORDI, ANTOINETTE	960.00
2	C	CLINTON WELDING	388.00
2	C	COMMERCIAL CLEARWATER CO	2,680.67
2	C	CORBETT, JENNA	600.00
2	C	D & J REFRESHMENTS	6,057.50
2	C	DRUM INDUSTRIAL SALES CORP	1,762.86
2	C	ELECTRONIC SYSTEMS SOLUTIONS, INC	882.00
2	C	GUO, DAVID	250.00
2	C	ISLAM, MOHAMMAD	320.00
2	C	KING, GENA	40.27
2	C	L.I. AUTOMATIC DOORS	140.00
2	C	LG ALCUSKY, BRIDGET	60.00
2	C	LG COMERFORD, AIDAN	90.00
2	C	LG CONSTIBLE, CONNOR	180.00
2	C	LG CONSTIBLE, MICHAEL	90.00
2	C	LG DODSON, MEAGHAN	360.00
2	C	LG ESPEY, MOLLY	180.00
2	C	LG FOLEY, JULIANNA	210.00
2	C	LG GREENE, JAIME	510.00
2	C	LG LUCATORTO, EMERSON	30.00
2	C	LG MANSFIELD, TARA	300.00
2	C	LG MANSFIELD, THOMAS	120.00
2	C	LG NAGEL, CIENNA	30.00
2	C	LG NAGEL, SABRINA	390.00
2	C	LG PISCONERI, CIARA	270.00
2	C	LG POPP, SOFIA	630.00
2	C	LG TYRRELL, EMILY	120.00
2	C	LG VIGGIANO, LUKE	60.00
2	C	MARSANICO, KATE	540.00
2	C	MITCHELL, MEDINA	300.00
2	C	NGUYEN, HANG	240.00
2	C	PSEG LONG ISLAND	7,641.57
2	C	RAEL SPRINKLER MAINTENANCE CORP.	1,050.00
2	C	REIFF, JANE	480.00

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
2	C	SPORTLOFT	576.45
2	C	STAPLES CONTRACT & COMMERCIAL	527.24
2	C	TWIN COUNTY SWIMMING POOL	11,156.25
2	C	VERIZON	472.80
2	C	WATER AUTHORITY OF WESTERN NASSAU COUNTY	405.65
		<b>Total Pool</b>	<b>196,781.54</b>
8	C	ROADWORK AHEAD, INC.	77,302.50
		<b>Total Capital</b>	<b>77,302.50</b>
		<b>Total Register</b>	<b>1,932,332.80</b>

Dial: 1 646 931 3860  
Meeting ID: 869 3400 1887  
Passcode: 728676

At 8:00 pm Mayor Fitzgerald opened the Regular Meeting of the Board of Trustees and led all in the Pledge of Allegiance.

Present were Mayor Kevin M. Fitzgerald, Trustees Lynn Pombonyo, Frank Chiara, Jennifer Stewart and Michael Longobardi, Village Administrator Gerry Bambrick, Village Clerk Susan Walsh, Superintendent of Buildings Renee Marcus, Police Commissioner Stephen McAllister, Superintendent of Public Works Kevin Ginnane and Village Attorney John Ryan.

Mayor Fitzgerald announced that prior to moving the agenda, the residents have the opportunity to make comments or ask questions on items that are on the agenda only. There being none, Mayor Fitzgerald then moved the agenda.

On motion by Trustee Pombonyo, seconded by Trustee Chiara, and carried unanimously, the Board approved the Regular Board of Trustees Minutes held on July 18, 2023.

Trustee Chiara offered Resolution No. 2023- 166 to approve the Schedule of Accounts Payable as follows:

As of 7/31/23

General Fund	\$ 972,432.94
Pool Fund	117,843.73
Capital Fund	<u>889,638.88</u>
Total	\$ 1,979,915.55

And as of: 8/11/23

General Fund	\$ 1,476,363.34
Pool Fund	\$ 121,115.38
Capital Fund	<u>\$ 800.00</u>
Total	\$ 1,598,278.72
For a grand total	\$ 3,578,194.27

The Resolution was seconded by Trustee Stewart and adopted on roll call as follows:

Trustee Pombonyo	- Aye
Trustee Chiara	- Aye
Trustee Stewart	- Aye
Trustee Longobardi	- Aye
Mayor Fitzgerald	- Aye

On motion by Trustee Stewart, seconded by Trustee Longobardi, and carried unanimously, the Board approved/ratified the request to use public facilities subject to receipt of certificate of insurance and sound device permit fee, if applies, as follows:

-West End Civic Association to use the Recreation Center for their monthly meetings at 7:30pm on the 1<sup>st</sup> Thursday of the month namely, 10/5/23, 11/2/23, 2/1/24 & 4/4/24;

-Friends of the Library to use the library lawn to hold their annual fundraiser Lawn Sale on Saturday, 9/23/24 from 10-4 pm (RD 9/24/23);

-Floral Park Conservation Society to use Centennial Gardens to hold their annual Fairie Forest Festival on Saturday, October 28, 2023 (RD 10/29/23) from 1:00 pm to 5:00 pm;

-Floral Park Fire Department request to close Vernon Street from Verbena Avenue to Atlantic Avenue for their annual fire department picnic on Saturday, October 7, 2023 (RD 10/8/23);

-Floral Park Bellerose Association of Girl Scouts request to use Firefighters' Hall to hold a mother/daughter dance on Friday, October 13, 2023 from 7:00 pm to 9:00 pm with set up access at 6:15 pm;

-Southside Civic Association request to use the Recreation/Pool Building to hold their monthly civic meetings at 7:30 pm on second Thursday of each month: 9/14, 10/12, 11/9, 12/7, 1/11/24, 2/8/, 3/14, 4/11, 5/9 & 6/13/24;

-Floral Park Fire Department Explorers to use Holland Avenue Parking Lot to hold a car wash fundraiser on Sunday, 8/27/23 from 9 am to 2 pm;

Trustee Longobardi offered Resolution No. 2023- 167 awarding the 2023 Sidewalk and Curb Replacement Bid Contract to Stasi General Contracting, 422 Maple Avenue, Westbury, NY for the base bid amount of \$199,700.00 and Add Alternate #1 ADA Curb Cuts \$3,500.00; Alternate #2 ADA Corner Cuts \$4,000.00; and Add Alternate Driveway aprons \$3,500.00 and authorize the Mayor or Village Administrator to sign said contract;

The Resolution was seconded by Trustee Pombonyo and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

Trustee Pombonyo offered Resolution No. 2023- 168 to authorize the following refund requests:

- D. Guo request for a refund in the amount of \$250.00 which represents a partial payment of his son’s pool membership fee;
- M. Islam request for a refund in the amount of \$320.00 which represents the cost his daughter’s participation of Week #3 for the All-Day Program;

The Resolution was seconded by Trustee Chiara and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

On motion by Trustee Chiara seconded by Trustee Chiara, and carried unanimously, the Board approved the below-listed block party application(s) in accordance with Section 32-12d of the Village Code:

On	Between	Date(s)
Bellmore Street	Floral Parkway & Carnation Ave.	Sat, 8/26/2023 (RD: Sun, 8/27/2023)
Oak Street	Floral Parkway & East Poplar St.	Sat, 9/9/2023 (RD: Sun, 9/10/2023)
Pine Avenue	Mayfair & Crocus Avenues	Sat, 9/9/2023 (RD: Sat, 9/16/2023)
Fern Street	Tulip & Marshall Avenues	Sat, 9/9/2023 (RD: Sat, 10/14/2023)
Hill Street	Tulip & Marshall Avenues	Sat, 9/9/2023(RD: Sat, 9/23/2023)
West Poplar Street	Cherry Street & Floral Parkway	Sat, 9/16/2023 (RD: Sun, 9/17/2023)
Hawthorne Avenue	Bryant & Lowell Avenues	Sat, 9/16/2023 (RD: Sun, 9/17/2023)
Aspen Street	Birch Street & Dead end	Sat, 9/16/2023 (RD: Sun, 9/17/2023)
Raff Avenue	Tulip Avenue & Cypress Street	Sat, 9/16/2023 (No rain date)
Beech Street	Carnation Avenue & Cherry Street	Sat, 9/30/2023 (RD: Sat, 10/14/2023)
Violet Avenue	Carnation & Rose Avenues	Sat, 10/7/2023 (RD: Sun, 10/8/2023)
Aspen Street	East Poplar & Birch Streets	Sat, 10/14/2023 (No rain date)
Willow Street	Birch St. & Dead end	Sat. 10/14/23 (RD: Sat. 10/21/23)
Verbena Avenue	Rose Ave & Clarence St.	Sat, 9/9/2023 (RD: Sun, 9/10/2023)
Sycamore Avenue	Jericho Tpke & Charles St & E. Hitchcock Avenue	Sat. 9/16/23 (RD 9//17/23)
Cunningham Avenue	Covert Ave & dead end	Sat. 9/16/23 (RD 9/23/23)

Trustee Stewart offered resolutions accepting the resignation letters of the following two employees and authorizing the payment of unused, earned accruals as follows:

- Resolution No. 2023-169 Accepting the resignation letter of Theresa Paterno, Administrative Assistant, as of 8/4/2023 and issue payment for her unused, earned accruals as follows:

8 Vacation days @ 190.10 per day	\$1,520.80
60% of 41 sick days =24.60 @ 190.10 per day	\$4,676.46
1 Personal Day @ 190.10 per day	\$ 190.10
Total due:	\$6,387.36

- Resolution No. 2023-170 Accepting the resignation letter of Jennifer Pappas-Artusa, Librarian I, as of 8/2/2023 and issued payment for her unused, earned accruals as follows:  
60% of 4 sick days- 2.40 days @ 254.76                      \$ 611.42  
2 Personal Days @ 254.76    \$ 509.52  
Total due:    \$ 1,120.94

The Resolutions were seconded by Trustee Longobardi and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

Trustee Longobardi offered Resolution No. 2023-171 establishing the standard work day for elected official, Mayor Kevin M. Fitzgerald, and report the following days worked to the New York State and Local Employees’ Retirement System based on the record of activities maintained and submitted by Mayor Fitzgerald to the clerk of this body:

STANDARD WORK DAY AND REPORTING RESOLUTION ELECTED OFFICIALS						
TITLE	NAME	Registration Number	Standard Work Day Hrs/Day	Term Begins/ Ends	Participates in Employers time-keeping system (Y/N)	Days/ Month (based on Record of Activities)
Mayor	Kevin M. Fitzgerald		6	4/2023 – 4/2025	N	16.11 days

The Resolution was seconded by Trustee Pombonyo and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Recuse

Trustee Pombonyo offered Resolution No. 2023-172 authorizing the hiring of Angelique Gestone, as Police Communications Operator, at the contractual rate of \$57,545.00 effective Wednesday, September 6, 2023 since having been approved by the NC Civil Service Commission and clearance of medical/drug/alcohol screenings;

The Resolution was seconded by Trustee Chiara and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

Trustee Chiara offered resolutions to approve the following personnel actions:

- Resolution No. 2023- 173 - authorizing an hourly increase to Ashley Siragusa, part-time administrative assistant, to \$20.00 hour, effective immediately; and
- Resolution No. 2023 –174 - authorizing an annual salary increase to Kourtney Dolan to \$60,000.00 as a full-time, Administrative Assistant in Administration of Village Hall and accept her letter of resignation as a full-time, Account Clerk effective August 25, 2023;

The Resolutions were seconded by Trustee Stewart and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye



Trustee Stewart offered Resolution No. 2023-175 determining the construction of road and drainage improvements of various roads in the Village is a Type II action as that term is defined in SEQRA and will not have a significant effect on the environment;

The Resolution was seconded by Trustee Pombonyo and adopted on roll call as follows:

Trustee Pombonyo	- Aye
Trustee Chiara	- Aye
Trustee Stewart	- Aye
Trustee Longobardi	- Aye
Mayor Fitzgerald	- Aye

Trustee Pombonyo offered Resolution No. 2023-176 authorizing the issuance of bonds in a principal amount not to exceed \$650,000 to finance the construction of improvements to various roads in the Village, including related drainage work in connections therewith, stating the estimated maximum cost thereof is \$650,000 and appropriating said amount for such purpose. The Board of Trustees of the Village of Floral Park, in the county of Nassau, New York, hereby resolves (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Floral Park, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to issue bonds in a principal amount not to exceed \$650,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the construction of improvements to various roads in the Village, including related drainage work in connection therewith.

Section 2. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is \$650,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in a principal amount not to exceed \$650,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(c) of the Law, is fifteen (15) years.

(b) The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and Section 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing agreements for credit enhancement, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Village Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in the official newspaper of the Village, having a general circulation within said Village, and posted in at least six (6) public places and in each polling place in the Village, a Notice in substantially the form appearing in Exhibit A hereto.

Section 8. The Village Clerk is hereby authorized and directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the official newspaper of the Village, having a general circulation within said Village, together with a Notice in substantially the form as provided by Section 81.00 of the Law

The Resolution was seconded by Trustee Chiara and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

Trustee Chiara offered Resolution No. 2023-177 authorizing to settle tax certiorari for property located at 180 Jericho Turnpike (Ming Yau Realty) identified as Section 32, Block 60, Lot 259 for a lump sum payment of \$13,000.00 payable within ninety (90) days and that under this settlement, petitioner agrees to discontinue all pending proceedings for tax years 2017/18 through 2023/24 inclusive and, if the Village of Floral Park shall assess this property at \$25,000.00, the petitioner shall file no proceeding challenging the assessment for tax years 2024/25 through 2026/27;

The Resolution was seconded by Trustee Stewart and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

Trustee Stewart offered Resolution No. 2023-178 authorizing fee increases to the following recreation programs:

Program	Current Fee	2023-2024 Fee
Jazz/Hip Hop Dance	\$60.00	\$65.00
Youth Tennis	\$60.00	\$65.00
Teen Tennis	\$60.00	\$65.00
Adult Tennis	\$60.00	\$65.00
Adult Pickelball	\$60.00	\$65.00
Adult Aerobics	\$75.00 (Days)	\$80.00
	\$60.00 (Nights)	\$65.00
Tennis Tournaments	\$5.00	\$10.00
Cardio Kickboxing & Toning	\$70.00	\$75.00
Yoga	\$60.00	\$65.00
Interval Fit	\$70.00	\$75.00
Zumba	\$60.00	\$65.00
Sr. Agility/Strengthening	\$35.00	\$40.00
Gardening	\$60.00	\$65.00
Tiny Tots Gymnastics	\$60.00	\$65.00
Pilates	n/a	\$65.00

The Resolution was seconded by Trustee Longobardi and adopted on roll call as follows:

- Trustee Pombonyo - Aye
- Trustee Chiara - Aye
- Trustee Stewart - Aye
- Trustee Longobardi - Aye
- Mayor Fitzgerald - Aye

Trustee Longobardi offered Resolution No. 2023-179 to grant the application for the Special Use Permit of Demetris Demetriou, representing Peter Gioulos, for property located at 144 Tulip Avenue subject to the terms and conditions set forth in the Decision and Resolution.

The Resolution was seconded by Trustee Pombonyo and adopted on roll call as follows:

Trustee Pombonyo	- Aye
Trustee Chiara	- Aye
Trustee Stewart	- Aye
Trustee Longobardi	- Aye
Mayor Fitzgerald	- Aye

#### **Deputy Mayor Lynn Pombonyo**

##### **Police Department**

Our Floral Park Police Department was commended and thanked by the New York State Attorney General for our Department's coordination and support in bringing six repeat offenders to justice including arrests, arraignments and guilty pleas. The six criminals stole 54 vehicles and engaged in more than 200 burglaries at auto dealerships and cell phone stores in multiple counties including Nassau. The guilty pleas followed grand larceny and burglary charges. In Nassau County, three agencies were cited for their roles in all six prosecutions: the Floral Park, Hempstead and Nassau County Police.

This story was reported in the August 5th edition of Newsday and the August 11th edition of the New Hyde Park Herald Courier, as reported by Brandon Duffy. We too applaud our FPPD for supplying valuable intelligence and sharing expertise during this critical "Operation Redline" joint state, federal and local criminal justice initiative.

Our FPPD Motor Carrier Unit, Safety Detail has again been conducting truck inspections on Plainfield Avenue. The July Detail included an Officer from the NYS Environmental Conservation Police. Environmental quality enforcement and crime investigations involving air, land and water quality violations are three major areas of focus for this state agency. The Officer on the Detail issued violations relating to pesticides: failure to possess the required applicator certifications and company licensing, and improper packaging and labeling. On the other hand, two frozen food trucks were inspected and all was found to be in compliance with the related laws.

On this inspection day, eleven vehicles were inspected, 48 violations were issued, three vehicles and one driver were taken out of service, and one vehicle was towed. Six summonses were also issued by the Environmental Conservation Police Officer. In total, on the last four dates of vehicle inspections conducted by our Motor Carrier Unit since April, 197 moving/equipment violations were issued to non-compliant trucks.

Sergeant Naughton, who coordinates this successful Unit, utilized this last vehicle inspection day as an opportunity to train new FPPD Officers who began their work on the Force in July. This is another important example of FPPD's very effective hands-on, on-the-street training.

FPPD also continues to sound strong alarms about reporting situations and incidents that seem out of place or improper, and raise concerns. A recent local example is the fraudulent use of a credit card to purchase items for delivery to a Floral Park home. When the credit card owner was informed of an unusually large purchase made with her credit card and an upcoming delivery of the items purchased, she notified FPPD immediately. Police arrived in the area just prior to the delivery time and intercepted both the truck driver and a young man posing as a relative outside the home where the delivery was taking place. After FPPD investigated, one of the men was arrested on several serious charges.

With the immediate phone call to FPPD, our Officers were able to intercept the perpetrator before he could get away with the crime, a far superior way to stop crime than what can be accomplished after the crime takes place.

Thanks to our wise resident who reported a potential problem, and to our FPPD for the proactive approach. See the FPPD Facebook page for more details, and other important information and reminders. And call 911 to report emergencies and potential crimes.

##### **Chambers of Commerce and Our Businesses**

For the past few months, we've been celebrating Floral Park's BEST OF NASSAU COUNTY winners. These include **BEST PUBLIC GARDEN OF NASSAU COUNTY**, Centennial Gardens and Bird Sanctuary; **BEST PUBLIC LIBRARY OF NASSAU COUNTY**, the Floral Park Library; **BEST FITNESS FACILITY OF NASSAU COUNTY**, Legacy Strength; **BEST DOG GROOMER OF NASSAU COUNTY RUNNER UP**, Jo-Mar Boarding and Grooming; **BEST HOME ORGANIZER OF NASSAU COUNTY RUNNER UP**, Stow & Behold Professional Organizers in

Stewart Manor; and **BEST ROOFER OF NASSAU COUNTY HONORABLE MENTION**, F & F Roofing Company.

Recently, Blank Slate Media/the New Hyde Park Herald Courier newspaper, the **BEST OF NASSAU COUNTY** contest sponsor, notified us of additional Floral Park winners. How exciting! We are proud to congratulate:

**BEST COFFEE/TEA SHOP OF NASSAU COUNTY**, Rivers Cafe USA on Jericho Turnpike.  
**BEST PUBLIC RELATIONS FIRM OF NASSAU COUNTY RUNNER UP**, Corbett Public Relations on South Tyson Avenue, with President Bill Corbett, Jr.; Senior Account Manager Ann Corbett; and honoring the beloved Founder and Chairman, the late William J. Corbett, Sr.

**BEST BRIDAL DRESS STORE OF NASSAU COUNTY RUNNER UP**, The Wedding Plaza on Jericho Turnpike.

**BEST PEDIATRIC DENTIST OF NASSAU COUNTY HONORABLE MENTION**, Kiddsmiles Pediatric Dentistry on Jericho Turnpike, and member of our Floral Park Chamber of Commerce. And, a source of great Village pride, **BEST POOL/WATERPARK OF NASSAU COUNTY HONORABLE MENTION**, the Floral Park Pool, with our very own Parks Department Superintendent Kurt Meyfohr and Pool Director Tom Dillon.

Be sure to give a shout-out to Floral Park's eleven **BEST OF NASSAU COUNTY** winners, visit them, and **SHOP & DINE LOCAL** always. And save the date for the Covert Avenue Chamber of Commerce Street Fair, Saturday, October 14th. It will be better than ever, more details to follow!

### Conservation Society (FPCS)

A beautiful summer in Centennial Gardens and Bird Sanctuary will soon be transitioning to a bright and colorful autumn.

For the third year, this fall's highlight will be the Conservation Society's Fairie Forest Festival. On Saturday, October 28th, the Gardens will again be transformed into a magical place filled with tiny fairie villages surrounding the trees in this enchanted forest. Fairies, young and older, will be everywhere.

Get ready for the festival and join all the other Fairie fans for the Family Fairie House Challenge. Create your house with nature's materials and give it a friendly name. The Family Fairie Houses should be completed for judging the week of October 22nd. The judging categories will be: Most Magical, Enchanted Excellence, and Fairie Fun. For details, see the forest green flyer at the Floral Park Library or on the magical Floral Park Centennial Gardens Facebook page.

And, come one and all to help get the Gardens ready for fall with FPCS and your friends and neighbors. The next monthly, community Weed-Out will be Saturday, September 2nd, 9am at the main entrance on Floral Parkway. Make it a tradition to join these monthly Weed-Outs and show your love and support for our award-winning Gardens.

### Trustee Frank Chiara

#### Fire Department

For the month of July stats for our **volunteer** fire department is as follows:

112 calls for service;

35 calls for fire service, with 9 mutual aid responses assisting our neighboring communities;

80 ambulance calls responded by NYU Langone and

10 responded by our Rescue Company.

The replacement Hook and Ladder Truck 123 arrived in late July. Our fire staff are currently training with this truck and anticipate to be in full service in the month of September.

The Village now has a training center where our firemen can frequently train to enhance their skills. The fire department, with the assistance of the Village, purchased a number of used shipping containers which are being retrofitted for training. The department had their first basic drill there on July 25<sup>th</sup>. Members who attended this drill expressed their appreciation for having this available to them. Reality-based training will also take place at this training center which will prepare our volunteers for many of the emergency situations that may arise.

The Department is continually looking for new members. So, if you have any interest or questions regarding the Fire Department, please stop by one of our firehouses or check out the fire dept's website at [www.FPFD.org](http://www.FPFD.org).

### Library

The library book drop-off box, donated by the Friends of the Library, has been installed in front of the library's entrance and is now ready for use. Thank You to the 'Friends' for this generous donation!

The Friends of the Library are having their popular Library Lawn Sale on Sunday September 24<sup>th</sup> from 10am to 4pm. Anyone interested in selling their attic treasures should sign up at the library to secure a spot. Spots are filling up fast, so sign up as soon as you can.

On Thursday August 17<sup>th</sup>, "Bobby sings Bobby" will be performing on the library lawn. This is the rain date from Aug 10<sup>th</sup>, so let's hope for some good weather. All are welcome to bring a lawn chair to sit out on the lawn as Bobby entertain the audience.

The library has had, and continues to have, a full schedule of events for this summer season. All of these events have been well attended.

Check the library's website for the many upcoming events - [floralparklibrary.org](http://floralparklibrary.org)

### **Trustee Jennifer Stewart**

#### **Department of Public Works**

DPW has been hard at work this past month keeping our wonderful Village beautiful, clean, and safe. Superintendent Kevin Ginnane contacted Nassau County Public Works to have the two re-charge basins at Centennial Gardens cleaned out after a larger storm in late July. Additionally, Superintendent Ginnane maintains close contact with contractors during large projects such as the road reconstruction projects at Clayton and Hinsdale Avenues. Superintendent Ginnane can be seen overseeing these contractors along with Deputy Superintendent of Public Works, Joe O'Grady. Both of these men serve as liaisons between the village, the residents, and the contractors. Their diligence earned compliments from some residents with major concerns about the impact of these projects. Additionally, our own DPW crew warranted a call of thanks filled with compliments for the work they did cleaning up an abandoned property in the village. Residents are grateful for the courteousness and professionalism our crews demonstrate day to day.

In the past month, DPW has done the following:

- All roads have been swept
- Performed road repairs on Elizabeth Street between S Tyson and Flower near JLCS
- All parks have been maintained, flowers and flower baskets watered
- All household waste, bulk and recycling picked up
- All village buildings cleaned and maintained, including a new Library book drop installed, new village hall sign installed, and the 9/11 Memorial has been cleaned

#### **Road Project Updates**

Clayton Avenue reconstruction is complete; Hinsdale Avenue reconstruction is nearing completion, with repaving expected on Friday 8/18 weather permitting. The Violet Avenue Parking Lot was completely renovated. The center median was removed and the lot was milled and paved all in one day. The striping was done and we gained 5 additional parking spaces. An additional thanks to supervisors Kevin Roe and Kevin Pearsall for their oversight of the Violet Avenue lot work.

#### **MTA/LIRR**

As you may have noticed, the village vehicles on Tunnel Street have been removed to allow the MTA access to their property. We removed these vehicles as an act of good faith as we entered into an agreement regarding the safety plan for the vehicular gate.

Approximately a week after the vehicles being removed, the MTA rolled into the Village with large trucks before 7:00 am, to begin work on the tracks east of Tunnel Street. They did follow the current procedures in place - they moved the temporary barricades to enter the property and replaced the barricades while on site. The MTA is a public utility and as such, does not have to follow the rules and ordinances of the communities they have equipment in. With that said, we encourage the MTA and its subcontractors to be good neighbors and be mindful of the fact that they are working in a residential area. These requests often fall on deaf ears.

Senator Canzoneri Fitzpatrick's Chief of Staff has once again reached out to the Village and the MTA to request a meeting to figure out our end of project items and possible resolutions. As always, I will keep you informed.

### **Trustee Michael Longobardi**

#### **Building Department**

**Centennial Hall's** owner has partnered with a contractor and the demo permit has been issued. Work may begin as early as next week. The **Covert Avenue** property is still waiting on county approval to move forward. Once approved we expect foundation work to start.

The property located at **266 Jericho Turnpike** (which sustained a fire) is in a clean-out phase which is expected to take a few more weeks. **Taco Bell** is expected to open soon. We are making progress on the **Multi-Purpose Rink's** surface issues mentioned at our last meeting and expect to make an announcement shortly on opening the rink. Progress continues for two new businesses opening along Tulip Avenue: **Gyro Village** and the **Pizza Bar**. We hope to see them open shortly.

Reminder, if you are planning any renovations or improvements, please call the Building Department for assistance or information regarding codes and permits so the work is done safely and correctly.

### **Pool and Recreation**

#### **Town-Village Aircraft Safety and Noise Abatement Committee (TVASNAC)**

##### **Mayor Kevin Fitzgerald**

It's hard to believe but the summer programs are winding down. The summer sports including basketball, volleyball, tennis, and swimming as well as the kids summer sports and arts and crafts programs are all coming to an end this week as families start to focus on returning to school and some last vacation plans.

Congratulations to the following teams: **Men's Volleyball** Champs: Arps; **Women's Volleyball Competitive** league champs: 'That's What She Set'; **Women's Volleyball Intermediate** league champs: Ball Busters II, and **Women's Volleyball Recreational** league champs: 'Serves You Right'. Tonight, as we meet here, the men's basketball championship is taking place at the park. Last Monday, the final swim meet of the season took place at the pool and awards were presented the following day. The categories included the breast stroke, back stroke, butterfly, free-style and more. Awards were presented to 12 swimmers in each of the age brackets: 8 and under, 9-10 yr. old, 11-12 yr. old and 13 and up as well as 8 coaching awards and 8 spirit awards. Congratulations to all our winners and participants in all these activities and summer programs. Our park and pool are very active all summer long. The recreation center brings our residents and families together in a fun spirited way and is another great reason why Floral Park is a great place to live and raise a family. Thank you to Superintendent Kurt Meyfohr, Pool Director Tom Dillon, their staff and the dozens of kids and volunteers that makes this happen.

Beginning on Saturday, 8/19, the pool will begin its modified summer hours. From Saturday, August 19<sup>th</sup> through Sunday, September 3<sup>rd</sup>, the pool hours will be from 12:00 noon to 8:00 pm. On Monday September 4<sup>th</sup>, Labor Day, the pool will be open from 11:00 am to 5:00 pm with the annual **final swim** at 5 o'clock. On Tuesday, September 5<sup>th</sup> from 10 am to 3 pm will be our **Annual Senior Picnic**. However, do not worry, our park facility is not closing for the winter. Committee meetings have started to meet for scheduling coordination between the various leagues and the village's fall and winter programs. The football and hockey league programs will be starting real soon – come down to the park and watch the kids at play!

#### **Town-Village Aircraft Safety and Noise Abatement Committee (TVASNAC)**

At our last board meeting on July 18<sup>th</sup>, I talked about TVASNAC, the noise abatement committee in the Town of Hempstead working to reduce the air traffic noise and the disruption to our lives. This committee, on behalf of the residents, advocates its concerns to the FAA, as well as NY and NJ Port Authorities. Floral Park resident, Andrew Weiss, is a volunteer member of this committee and has been working hard on these issues. This committee is now holding their meetings in various communities around the Town of Hempstead. These meetings will help educate residents of the purpose of this committee and discuss the issues and challenges they are fighting for on our behalf, and will answer any questions you may have. Fortunately, we have been able to coordinate and host a meeting with TVASNAC on **Monday, September 18<sup>th</sup> at 7PM** in Firefighters' Hall in Village Hall.

##### **Mayor Kevin Fitzgerald**

This coming week the Floral Park Mayor's Report will be aired on the studio channel on Monday and Thursday and repeating again on Sunday 8:30 pm. The Floral Park Mayor's Report which includes myself along with Supt. of Buildings Renee Marcus and Chris Fitzsimmons from Johnson Controls goes over the recently signed Energy Performance Contract that we entered into. It gives a really good overview of what the project is, how it came about, and all the type of projects it includes.

Just a quick update- the Floral Park Mayor's Report show was filmed about 6-8 weeks ago, and we already have started moving along with Johnson Controls. Some of the completed energy performance projects include interior and exterior LED lighting, sports field LED lighting upgrades, partial roof replacement at the library, HVAC equipment and controls replacement in Firefighters'

Hall and solar panel installation on the public works building roof. There are still other projects to be done which we review on the show and provide further updates as they are completed.

Also, immediately after the Mayor's Report, you may want to watch the next two shows. Jim Green, Operations Manager of 4VS, highlights 25 years at 4VS and then immediately after that, is the Mayor's Message from 2001. It includes then Mayor Ann Corbett, Trustee Tom Tweedy and Trustee Gerry Bambrick (now Village Administrator). Another featured show is a flashback of a walking tour and opening ceremony of the Pool Building which was recorded in 2003. You may go to <https://www.4vs.org/> for a list of upcoming shows. I encourage all residents to tune in!

Lastly, on behalf of my mother, brothers and sister, I would like to thank my colleagues in Floral Park, all the residents for their comforting words and thoughts; and most importantly, prayers over the last couple of weeks. It is most appreciated by all of us, and my sister who still lives in Brooklyn, which is also a great place, actually commented to me that I am very lucky to live where I live, and that is because of all the people here. Thank you very much.

Mayor Fitzgerald thanked Brandon Duffy of the Herald Courier and Felix Procacci for attending this meeting.

The next Regular Board of Trustees meeting will be held on Tuesday, September 5, 2023.

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At 8:40 pm on motion by Trustee Pombonyo, seconded by Trustee Chiara, and carried unanimously, the Board closed the business meeting and opened to the public.

The Mayor re-opened the meeting for public session at 8:50 pm. At 8:55 pm Trustee Pombonyo motioned to go into Executive Session, seconded by Trustee Chiara and carried unanimously, the Board went into Executive Session.

Present were Mayor Kevin M. Fitzgerald, Trustees Lynn Pombonyo, Frank Chiara, Jennifer Stewart and Michael Longobardi, Village Administrator Gerry Bambrick, Village Clerk Susan Walsh, Village Attorney John Ryan, Superintendent of Buildings Renee Marcus, Superintendent of Public Works Kevin Ginnane, and Police Commissioner Steven McAllister.

The Board discussed public works and police personnel and litigation matters. Trustee Stewart motioned to come out of Executive Session, seconded by Trustee Longobardi and carried unanimously. No action was taken.

The meeting ended at 11:50 pm.

Susan Walsh, Village Clerk



**REVISED URBAN COUNTY QUALIFICATION  
COOPERATION AGREEMENT BETWEEN COUNTY OF NASSAU  
AND  
VILLAGE OF FLORAL PARK**

**THIS REVISED URBAN COUNTY QUALIFICATION COOPERATION**

**AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Agreement”), by and between the **County of Nassau**, a municipal corporation and one of the counties of the State of New York, having its principal office at the Executive Building, 1550 Franklin Avenue, Mineola, New York 11501, (hereinafter referred to as “COUNTY”) and the **VILLAGE OF FLORAL PARK**, a municipal corporation of the State of New York, having its principal office at 1 Floral Blvd., Floral Park, NY 11001, (hereinafter referred to as “MUNICIPALITY”). County and Municipality are referred to herein individually as a “Party” and collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (“CDBG Program”), provides federal funds to certain urban counties for eligible housing and community development activities therein; and

**WHEREAS**, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, provides federal funds to certain urban counties through its Home Investment Partnership Program (“HOME Program”) for eligible housing activities; and

**WHEREAS**, Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, provides federal funds to certain urban counties through its Emergency Solutions Grants (“ESG Program”) for eligible uses related to emergency shelters for the homeless, and for homelessness prevention and rapid re-housing assistance; and

**WHEREAS**, participation by the County under the “urban county” designation in the CDBG, HOME and ESG Programs requires that the Municipality and the County enter into a cooperation agreement in order to be included in the CDBG Urban County and HOME consortia; and

**WHEREAS**, the COUNTY has designated the Office of Community Development as the administrative agency for CDBG, HOME, and ESG Programs (hereinafter referred to as “AGENCY”); and

**WHEREAS**, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power either individually or jointly with one or more other municipal corporation, to apply for, accept and expend funds made available by the federal government either directly or through the State, in order to administer, conduct or participate with the federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

**WHEREAS**, applications for grants to finance community development and affordable housing programs under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended, and the McKinney-Vento Homeless



Assistance Act of 1987, as amended (collectively, the “Acts”), and any "eligible activities" thereunder are not inconsistent with the statutes of the State of New York; and

**WHEREAS**, the Municipality and the County previously entered into a cooperation agreement covering the same subject matter which has been subsequently amended and automatically renewed by resolution and remained in full force and effect for all consecutive three-year urban county qualification periods including FYs 2021, 2022 and 2023; and

**WHEREAS**, the Municipality has determined that it is desirable and is in the public interest for the Municipality to be included in the urban county for the three-year qualification cycle of FYs 2024, 2025 and 2026; and

**WHEREAS**, the Municipality acknowledges the County’s authority to undertake or assist in undertaking essential community development and housing assistance activities; and

**WHEREAS**, the **Village Mayor/Town Supervisor/City Manager** of the Municipality, or his/her designee, is authorized to execute this Agreement; and

**WHEREAS**, the County Executive, or his designee, is authorized to execute this Agreement; and

**WHEREAS**, the cooperation between the County and the Municipality is essential for the successful planning of the CDBG, HOME and ESG Programs under an urban county designation by HUD.

**NOW THEREFORE**, it is hereby agreed by the County and the participating Municipality as follows:

1. The purpose of this Agreement is to establish a legal mechanism through which the County may apply for, receive, and disburse federal funds available to eligible counties under the CDBG, HOME and ESG Programs, and to take such actions in the benefits of these programs. Federal funds received by the County shall be for such functions as urban renewal, water and sewer facilities, neighborhood facilities, public facilities, open space, housing activities, prevention of homelessness, and such other purposes as are authorized by the Acts.
2. In addition to such assurances and agreements as may have been made by previously executed cooperation agreements, the County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specific urban renewal, and publicly assisted housing.
3. This Agreement shall supplement any previous cooperation agreements entered between the Parties for purposes of CDBG Urban County Qualification and shall replace and supersede any previously agreed upon provision should such a provision conflict or be inconsistent with this Agreement.
4. This Agreement shall be in effect for the three-year program period of Federal Fiscal Years 2024, 2025 and 2026, and until the CDBG, HOME and ESG funds and program income received (with respect to activities carried out during the three-year urban county qualification period) are expended and the funded activities completed.

5. The Parties understand and agree that neither the County nor the Municipality can terminate or withdraw from this Agreement while it remains in effect, except as allowed in legislation enacted by the US Congress for termination or withdrawal from the Urban County Program and as permitted by HUD. The Agreement shall remain in effect until expressly terminated by one of the Parties hereto but said termination may only occur at the end of each three-year urban county requalification period.

6. The County shall, by the date specified in HUD's urban county qualification notice for the next qualifying period, notify the Municipality by letter of its right not to participate. This Agreement will be renewed automatically for participation in successive three-year urban county qualification periods unless the County or the Municipality elect not to participate in a new qualification period in three-year intervals, provided written notices are given in conformity with HUD requirements as set forth herein. Copies of the County's notification to the Municipality of its right not to participate in a new qualification period, as well as the notice of the Municipality's decision not to participate in the renewal shall be sent to the HUD Field Office by the dates specified in the urban county qualification schedule of the applicable notice.

7. Nothing contained in this Agreement shall deprive the Municipality of any powers of zoning, development control, or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

8. The participating Municipality agrees not to apply for grants under the State CDBG Programs for the fiscal years during the period in which the Municipality participates in the urban county's CDBG Program. Nonetheless, while the Municipality may only receive a formula allocation under the HOME and ESG Programs as part of the urban county, it is not precluded by this Agreement from applying for HOME or ESG funds from the State of New York, provided the State allows it.

9. The County shall have the authority to carry out activities, which will be funded with annual CDBG, HOME and ESG Programs funds appropriated for FYs 2024-2026 and from any program income generated from the expenditure of such funds.

10. The eligible activities to be undertaken during the term of this Agreement will be chosen by the Municipality from those authorized by HUD Rules and Regulations governing the CDBG HOME and ESG Programs, and any regulations which may be applicable to future supplemental Federal Programs. The County shall have the final responsibility for selecting CDBG, HOME and ESG activities and annually filing grant application with HUD. In preparing such a grant application, the County shall give due consideration to the Municipality's analysis of community development needs and proposed activities.

11. The County will take full responsibility for and assume all obligations required of an applicant, including the analysis of needs, setting of objectives, development of community development and comprehensive housing affordability strategy plans, one-year community development program, assurances, and certifications, including HUD 424-B.

12. The County certifies that it is following an adopted Consolidated Plan as required by 24 CFR Part 91. The Parties agree to cooperate to fulfill housing goals established by the HUD approved Consolidated Plan for the period of this Agreement.

13. The County understands and agrees that it may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

14. The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing as required under 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779) codified or to be codified at 24 CFR 5.151 and 5.152. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that urban county funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. Noncompliance with this provision is cause for sanctions and other remedial actions by HUD.

15. The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. The County will notify the Municipality of its right to terminate its participation in the program based on the adoption of any such amendment. Failure by either Party to adopt any such amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the HUD issued Urban County Qualification Notice applicable for subsequent three-year urban county qualification period, and to submit such amendment to HUD will void the automatic renewal of such qualification period.

16. The County and the Municipality each have adopted and are enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of nonviolent civil rights demonstrations within its jurisdiction.

17. By executing this Cooperation Agreement, the Municipality understands, agrees and acknowledges that:

- a. The Municipality may not apply for grants from appropriations under the State CDBG Programs for fiscal years during the period in which it participates in the urban county's CDBG program.
- b. The Municipality may receive a formula allocation under the HOME Program and ESG Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This, nonetheless, does not preclude the Municipality participating with the urban county from applying to the State for HOME and ESG funds if the State allows.
- c. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- d. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
- e. The Municipality must inform the County, through periodic reports requested by the County, of any income generated by the expenditure of CDBG and HOME funds received. All program income, including income received subsequent to project close-out or change in status of the Municipality must be paid to the County within ninety (90) days after the expiration of the term of this Agreement unless it is agreed by the Parties in writing that the Municipality may retain the income. All program income must be used exclusively for eligible activities as determined by the County and in accordance with CDBG and/or HOME Program requirements, as applicable.
- f. The Municipality shall keep and maintain appropriate records on the use of program income as required by the County as the county has the responsibility of monitoring and reporting income to HUD.
- g. The Municipality agrees that real property acquired or improved in whole or in part, using CDBG funds, will be used in accordance with the standards set forth in 24 CFR 570.505. The Municipality shall reimburse the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations. Program income generated from disposition or transfer of property prior to or subsequent to close-out or a change in status of the Municipality, or termination of this Agreement must be paid to the County unless otherwise agreed upon in writing.
- h. Any proposed modification or change of use of any real property acquired or improved in whole or in part by the Municipality using CDBG funds (from the use planned at the time of the acquisition or improvement), including disposition, must be reported to the County. The County may approve the proposed modification or change of use. The Municipality shall not implement the modification or change in use without the County's approval.
- i. The Municipality may not terminate or withdraw from this Agreement, except if the County fails to requalify as an urban county, while it remains in effect until the CDBG, HOME, and where applicable ESG funds and income received with respect to the three-year qualification period are expended and the funded activities completed.

- j. The Municipality may not receive urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
- k. The Municipality shall comply with the requirements, laws and policies of the CDBG, HOME and ESG Programs, and all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

18. The Municipality shall not discriminate against any of its employees or applicants for employment because of race, color, religion, sex, or national origin, disability or familial status. The Municipality shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, national origin, disability or familial status. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause. The Municipality shall incorporate the foregoing requirements of this Section 18 in all its contracts and subcontracts for CDBG, HOME and ESG funded work.

19. The Municipality is subject to the requirements of Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, or lease, or other transfer of land acquired, cleared, or improved with the assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, disability, familial status, or national origin in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected thereon, and providing that the Municipality and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality is undertaking its obligation in carrying out the programs assisted hereunder agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

20. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, the Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that the Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.nassaucountyny.gov/1681/Human-Resources>

21. The Municipality shall indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of, incidental to or in any way connected with work done under this Agreement, and in

any way resulting from or related to this Agreement which the County, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of the Municipality, its employees, representatives, subcontractors, assignees, agents, vendors, or invitees. The rights and remedies of the County provided for in this Section 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

22. The Municipality shall further indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) incurred by the County as a result of a determination by HUD that activities undertaken by the Municipality under the Municipality's application failed to comply with any laws, regulations, or policies applicable thereto, or that any funds forwarded to the Municipality under this Agreement were improperly expended.

23. This Agreement shall apply to any supplemental program which HUD makes available through the CDBG, HOME or ESG Programs.

24. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

25. The governing body of the County and the governing body of the Municipality authorize this Agreement.

26. This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the Parties have hereunto, pursuant to authorization from properly adopted resolution, executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

**COUNTY OF NASSAU**

By: \_\_\_\_\_  
Anissa Moore, Deputy County Executive  
Office of Community Development

By: \_\_\_\_\_  
Arthur T. Walsh  
Chief Deputy County Executive

**VILLAGE OF FLORAL PARK**

**APPROVED AS PER CHARTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy County Attorney

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NASSAU     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared, **Arthur T. Walsh**, Chief Deputy County Executive of the **County of Nassau**, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and the pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NASSAU     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared, \_\_\_\_\_, to me known, who being duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the **Village of Floral Park**, the municipal corporation described herein and which executed the above agreement; and that he/she signed his/her name thereto by resolution of its Board of Trustees.

\_\_\_\_\_  
Notary Public