

Local Law Filing

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(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☐ Town ☒ Village
(select one)

of Floral Park

Local Law No. 3 of the year 2023

A Local Law adding Section 55-2.1 to the Code of the Incorporated Village of Floral Park entitled "Enumeration of Prohibited Noises."

Be it enacted by the Board of Trustees of the
(Name of Legislative Body)

☐ County ☐ City ☐ Town ☒ Village
(Select One:)

of Floral Park as follows:

Section 1. Legislative Intent

This Local Law adds Section 55-2.1 to the Code of the Incorporated Village of Floral Park entitled: "Enumeration of Prohibited Noises." This Section lists eight (8) new categories of activities that are not allowed within the Village which generate unreasonable sounds or noises.

Section 2. Section 55-2.1 as Adopted

It shall be unlawful for any person to:

A. Operate or use any audio device or other musical instrument in such manner or with such volume as to annoy or disturb the quiet, comfort or repose of persons in any dwelling, hotel or other type of residence, except that:

- (1) A permit may be obtained to play music outdoors in the Business Districts. The permit shall allow music to be played outdoors from 10:00 a.m. until 11:00 p.m. on Thursday, Friday and Saturday, and on Sunday, music shall be permitted but shall be limited to acoustic, not amplified or reproduced music from 10:00 a.m. until 6:00 p.m. A permit application to play outdoor music shall be made to the Board of Trustees. In addition to the time limitations, the Board of Trustees may establish additional permit conditions and requirements. In the event that the conditions and requirements of the permit or of this section or the Village code are

violated, the permit shall be immediately revoked. In the event of the revocation of the permit, any application to reinstate the permit or to issue a new permit shall be made to the Board of Trustees.

- (2) Businesses are permitted to play amplified or live music indoors from 10:00 a.m. until 11:00 p.m. on Thursday, Friday and Saturday, and 10:00 a.m. to 9:00 p.m. Sunday, Monday, Tuesday and Wednesday, unless otherwise approved by the Board of Trustees.
 - (3) Residents in any Residential Zoning District may play music outdoors, for noncommercial purposes, on Friday and Saturday from 10:00 a.m. until 11:00 p.m., and on Sunday from 10:00 a.m. until 8:00 p.m.
 - (4) The Board of Trustees, by resolution, shall have power to require additional conditions upon its review of a revoked permit and the Board of Trustees shall have the power to modify the requirements of this section following a written request for same and good cause shown.
 - (5) Music played in accordance with this section shall not exceed the maximum sound levels as indicated in section §55-4.
- B. Keep any animal or bird which by causing frequent or long-continued noise shall disturb the comfort and repose of any person in the vicinity.
- C. Operate or use any automobile, motorcycle or other vehicle so out of repair, so equipped or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- D. Cause to be discharged into the open air the exhaust of any steam engine, stationary internal-combustion engine, motorcycle or motor vehicle engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- E. Create any excessive noise on any street adjacent to any school when the same is in session, or adjacent to any hospital or nursing homes, which unreasonably disturbs or annoys the pupils, teachers, administrative personnel, patients or occupants thereof, provided conspicuous signs are displayed in the streets upon which such school, hospital or nursing home is located, indicating the presence of such school, hospital or nursing home.
- F. Load or unload any vehicle in such manner as to create loud and excessive noise.
- G. Use any drum, loudspeakers or other instrument or device for the purpose of attracting attention to any sale or display of merchandise or advertising any commercial product by the creation of noise.
- H. Use or operate or cause to be used or operated any sound device on or near or adjacent to any public street or place, or in front of or outside of any building, place or premises, or in or through any window, doorway or opening of any building or premises abutting on or adjacent to any public street or place, or to or upon any vehicle operated, standing or being in or upon any public street, park or place, where the sound therefrom may be heard upon any public street or place and which sound is used for commercial, business or advertising purposes.

Section 3. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 4. Effective Date

This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 3 of 2023 of the (County)(City)(Town)(Village) of Floral Park was duly passed by the Board of Trustees on November 21, 2023, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2023 of the (County) (City) (Town) (Village) of _____ was duly passed by the _____ on _____ 2023, and was (approved)(not approved) _____ (Name of Legislative Body) (repassed after disapproval) by the _____ (Elective Chief Executive Officer*) and was deemed duly adopted on _____ 2023, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2023 of the (County) (City) (Town) (Village) of _____ was duly passed by the _____ on _____ 2023, and was (approved) (not approved) _____ (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 2023. (Elective Chief Executive Officer*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 2023, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2023 of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 2023, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 2023. (Elective Chief Executive Officer*)

Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 2023, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2023 of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 2023, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2023 of the County of _____ State of New York, having been submitted to the electors as the General Election of November ____ 2023, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Susan E. Walsh

Village Clerk

Date: November 21, 2023

(Seal)

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature

John E. Ryan

Village Attorney

Title

~~County~~

~~City~~

~~Town of~~ Floral Park

Village

Date: November 21, 2023

INCORPORATED VILLAGE OF FLORAL PARK
Board of Trustees MINUTES
Wednesday, November 08, 2023 8:00 pm - Village Hall Courtroom

Join Zoom Meeting
<https://us02web.zoom.us/j/81885088973?pwd=QmlCL2NMempHQ2tmNVVPbkp6Ym9zQT09>
Meeting ID: 818 8508 8973
Passcode: 463232
Dial: +1 646 558 8656

Mayor Fitzgerald opened the Regular Meeting of the Board of Trustees at 8:00 PM 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, Deputy Village Clerk Lara Verbanac, Superintendent of Buildings Renee Marcus, Police Commissioner Steven 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 Tuesday, October 17, 2023.

Trustee Chiara offered Resolution No. 2023- 216 to approve the Schedule of Accounts Payable as follows:

General Fund	\$ 2,011,886.57
Pool Fund	\$ 3,418.92
Capital Fund	\$ 18,048.11
Grand Total	\$ 2,033,353.60

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:

- CSEA to use the Recreation Center to hold its annual holiday party on Friday, December 15, 2023 from 11:30 am to 2:00 pm;
- Floral Park Chamber of Commerce to use Memorial Park to hold their annual Christmas Festival in conjunction with the Junior Woman’s Club Christmas Tree Lighting on Friday, December 1, 2023 from 5:00 pm to 9:00 pm;
- Floral Park Junior Woman’s Club to use Memorial Park to hold their annual Christmas Tree Lighting in conjunction with the Floral Park Chamber’s Christmas Festival on Friday, December 1, 2023;
- Hillcrest Civic Association to have a Tree Lighting ceremony at the Colonial Gardens park on Sunday, December 3, 2023 at 5:00 pm;
- Hance Family Foundation to use Centennial Gardens for their annual fundraiser including the 5k race on Saturday, May 18, 2024 with a rain date at the Gardens on Sunday, 5/19/24 and have a contingency plan to use the Recreation Center on the rain date of 5/19/24, if necessary;

Trustee Longobardi offered Resolution No. 2023-217 to authorize the following refund requests:

- Authorize the refund of \$50.00 to SCHSD for the sound device permit fee since the FPMHS Homecoming Parade did not kick-off.
- Authorize the refund of \$50.00 to RJL Studio LLC for a filing fee since the property owner cancelled their application in the building department.

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 the following resolutions relating to personnel matters:

Resolution No. 2023 – 218 Terminate public works employee, Kamari Joseph, as of November 8, 2023 since he had an unsatisfactory evaluation during his probationary period;

Resolution No. 2023 – 219 Hire William Wichart as a full time Laborer in the public works department at the contractual rate of \$40,245.00 subject to medical/drug/alcohol screenings and approval of Nassau County Civil Service Commission;

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 moved Resolution No. 2023-220 that the Incorporated Village of Floral Park adopt proposed Local Law No. 3 of 2023 entitled: “A Local Law adding Section 55-2.1 to the Code of the Incorporated Village of Floral Park entitled “Enumeration of Prohibited Noises””; that the Incorporated Village of Floral Park designate itself as lead agency for purposes of the State Environmental Quality Review Act of the Environmental Conservation Law of the State of New York; and that a public hearing be held in the Incorporated Village of Floral Park at the Village Hall, One Floral Boulevard, Floral Park 11001 on the 21st day of November, 2023 at 8:00 o’clock in the evening of that day, at which time all interested persons shall be heard on the enactment of the proposed local law, and that the Village Clerk give notice of such hearing by publication thereof in The New Hyde Park Herald Courier and by posting such notice on the bulletin board maintained by her for such purpose for at least five days prior to the date of the hearing.

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. 2023-221 to determine that proposed Local Law #3 of 2023 entitled: A Local Law adding Section 55-2.1 “Enumeration of Prohibited Noises” will not have a significant effect on the environment and is a Type II action as that term is defined in SEQRA;

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 the following resolutions granting the Village approval to sign the presented Agreements or Proposals:

Resolution No. 2023 – 222 Indemnification Agreement between the Village of Floral Park and Rene E. Candelario and Jennifer S. Candelario property owners of 179 Carnation Avenue which permits the property owners to maintain retaining wall in its present placement and indemnifies the Village of any liability as specified in the Agreement;

Resolution No. 2023 – 223 Agreement between Nassau County and the Village of Floral Park wherein Nassau County permits the use and occupation of Basin #121 to Floral Park to maintain security camera and wireless internet connection with electric on existing pole as specified in said Agreement;

Resolution No. 2023 – 224 Agreement between Aries Engineering and the Village for project management services associated with pavement damage that occurred on certain roads caused by the expansion project of LIRR as outlined in said proposal;

Resolution No. 2023 – 225 Agreement between Vertex and the Village for technical representative services related to the LIRR expansion project and evaluation of pavement damage as outlined in said proposal;

Resolution No. 2023 – 226 Agreement between Nassau County and the Village of Floral Park wherein Nassau County permits the use of Basin #121 to Floral Park Fire Department for training purposes on November 19, 2023 as specified in said Agreement;

Resolution No. 2023 – 227 Authorize the retention of D & B Engineers for their additional professional services in surveying and mapping for the recharge basin and drainage in an amount not to exceed \$15,000.00 as specified in their proposal;

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 – 228 to waive all parking meter fees on Small Business Saturday, November 25, 2023 in business districts throughout the Village;

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

Deputy Mayor Lynn Pombonyo

Police Department

October ended with our Police Department's participation in three annual Village events, all on the same weekend, Saturday and Sunday, October 28th and 29th. Rhatigan's 5K Run/Walk, sponsored by our Knights of Columbus organization, honors beloved former Deputy Mayor James "Jim" Rhatigan. A great man of Floral Park; a very dedicated Knights organization; a beautiful, sunny day; hundreds of enthusiastic participants; a cheering crowd; and our dedicated Police Officers supporting it all.

Almost at the same time, National Prescription Drug Take Back Day was taking place at Police Headquarters. Three large boxes of unused, expired and possibly dangerous drugs were taken to the Police Department for their appropriate and safe disposal. Thanks to the Floral Park Lions Club and President Terry Whalen for joining the event to distribute important health and wellness information and resources, published by Lions Clubs International and health-related agencies.

The next day, families returned to the Police Department for the Halloween Roll Call. Dozens of children came in their best Police Officer costume finery, including a few Detectives, too. Joining the event were two Nassau County Police Department Mounted Unit Officers, Vazquez and Shea, riding their police horses (also known as ten foot police officers), Jeff and Valor. A guided tour of one of our police cars, siren included, was another highlight, followed by goody bags filled with police badges and other special items. Lots of smiles, even in the rain, and thanks to Lieutenant Doherty for coordinating these two weekend events and Officers Murphy and Monahan for joining in the fun.

Thank you FPPD for your service to our Village.

Conservation Society (FPCS)

October came to a joyful end at our Centennial Gardens and Bird Sanctuary. Over 470 Fairies and their families were amazed and awed by the sunshine glow of the Fairie Villages at the FPCS Fairie Forest Festival. Our tiny Fairie Villages included intricate Leprechaun, Halloween, Artist, Music, School, Bakery, Diamond Mine, and Fishing Villages and other favorites, all accompanied by magical stories told by dozens of imaginative Fairie volunteers. Another Festival treat was the first annual Family Fairie House Challenge, and you'll be hearing more about that. Meanwhile, great appreciation goes to Dominick McCartan, the master artist and creator of the Fairie Villages; our fearless Fairie leaders Ann Moynagh, Christy Reisig and Marina Horan; our twinkling Fairie lights technician, FPCS President Dennis McEnery; our Parks Department, working with Superintendent Kurt Meyfohrt, who restored our storm-drenched Gardens to its autumn splendor; and our fifty-one dedicated FPCS and community volunteers who made the Fairie Villages come to life for a best day in Floral Park, wow!

Beautifying the Gardens the first Saturday of every month, rain or shine, has been our hard working FPCS volunteer Rich Burgess and his helpers. For November's final Weed-Out of the season, Mr. Burgess' crowd of helpers, who outdid themselves, included FPCS Board members, community volunteers, students from Floral Park Memorial and Sewanhaka High Schools working with Teacher Mrs. Diane Ventura, and Boy Scout Troop 4. Great seeing you all there!

We are now getting ready to close the Gardens for the season on Sunday, November 26th. You can still visit to experience Autumn in the Gardens daily, during our new hours, 11 AM to 4 PM.

Chambers of Commerce and Our Businesses

Congratulations go to Bill Barry, owner of Uptown Taco on Tulip Avenue! Bill is the recipient of the Floral Park Chamber of Commerce Businessperson of the Year Award, which was presented to him at the Nassau Council of Chambers of Commerce Annual Legislative Breakfast at the Crest Hollow Country Club in Woodbury. The event was attended by Chambers of Commerce from all over Nassau County, leaders in business and government, and Bill's proud family and Floral Park Chamber colleagues. Be sure to stop in at Uptown Taco to applaud Bill and enjoy a tasty taco while you're there. (And here are some Fun Facts about our Bill Barry. He's a native Floral Parker and former teacher in the New York City Schools, but has always been a great food connoisseur. Bill was also the Chairman of the highly popular and successful 2023 Floral Park Chamber Street Fair, returning to Tulip Avenue and its exciting Friday night before the Belmont Stakes time slot.)

The holidays will be here before we know it. Our Chambers of Commerce and Junior Woman's Club are getting ready with their tree lighting planning. Save the dates: Friday evening, December 1st for the Floral Park Tree Lighting and Festival, and Saturday afternoon and evening, December 9th for the Covert Avenue Tree Lighting. CELEBRATE LOCAL in Floral Park and Stewart Manor!

And then, there's always SHOP AND DINE LOCAL in Floral Park and Stewart Manor on the Saturday of Thanksgiving weekend. All parking meter fees will be waived in our business districts on Saturday, November 25th to make your parking experiences free and easy!

We add a special thanks to all of our Floral Park residents and businesses for making Halloween an extra special treat for our children and families. Our homes and businesses, adorned with twinkling orange lights and life-sized decorations, delighted our trick-or-treaters of all ages. Halloween was another great day to be a child in Floral Park!

Trustee Frank Chiara

Library

The Floral Park Library is hosting their annual "Food for Fines Program" beginning November 1st and running through the month November. The library will waive overdue fines, up to \$5 per cardholder, for donations of food items that will be given to the OLV food pantry. Even if you don't have any overdue books, the library will be accepting food donations. Please consider making a food donation.

On Thursday, November 9th, from 10 AM to 4 PM the Empire Safety Council is conducting a six hour defensive driving course at the library. The fee for the course is \$30. In person registration is required and all interested may contact the adult reference desk at (516)326-6330 for additional information.

Additionally, on November 9th from 7 PM to 8 PM the library is having a Nutritionist and Diabetes Educator, Marie Ruggles, to speak on how to combat viruses with a nutrition prescription. Marie will explain how to increase your resistance and what are the exact steps to take when you feel like something is coming on.

There is a new game arrival at the library—an American Mahjong set. The game is available to all patrons and can be signed out for a two-week period. It comes with an instruction manual for beginners.

Check out the library's website www.floralparklibrary.org for upcoming events offered for the month of November and December.

Fire Department

The Village of Floral Park Fire Department along with the MTA, Nassau County Fire Officials, and a number of other neighboring Fire Departments are planning a reality-based fire drill. This drill will simulate a vehicle being struck by a LIRR train with the vehicle being push along the train tracks on the Hempstead line. Actors will be on the train pretending to be injured. The responding Fire Departments will address this accident by evaluating and caring for the injured people on the train and in the vehicle. Firefighters will also extinguish any fires on the train or in the area and address any environmental concerns. This reality-based drill will take place on Sunday November 19, 2023 from 8 AM to 11 AM. It will take place along the LIRR Hempstead line from Covert Avenue toward the sump by the Floral Park Recreation Center. Train service on the Hempstead branch may be suspended during the drill. Residents in the area of this drill will be notified that this drill is taking place. All other residents should be aware of the drill and avoid calling our Police Department.

These drills demonstrate the amount of training our Volunteer Fire and Rescue members perform to ensure their readiness in addressing major incidents, should they occur.

Thank You to all of our volunteers and to our neighboring volunteers for your service to our communities.

Trustee Jennifer Stewart

Congratulations to the varsity soccer team at Floral Park Memorial for your undefeated regular season. Although the playoffs did not end the way you would have liked, an undefeated regular season is an accomplishment to be proud of. Good luck to the Floral Park Memorial varsity football team as they take on Wantagh in the semifinals at 4 PM on Friday at Hofstra.

4VS

Some programming highlights for this week are: The Antique Road Test with Walter Godson, catch Walter as he explores Vintage Hubcaps; Wes Houston presents the Charles Buonasera Trio and their Instrumental Jazz from *The Real Book*; and Inspiring Stories by Bill Corbett Jr., *Paws of War*, placing shelter dogs with Military Veterans.

Department of Public Works

Our **Department of Public Works** crews are out daily collecting leaves on Village roads. We ask residents not to rake leaves into the street, but place them out for collection on their scheduled yard waste day. Crews continue to sweep roads and maintain Village buildings and parks. The upgrade of our lovely Walnut Park has been finished, and we have received texts and emails from residents who are pleased with the upgrade. Tree trimmings in the Village are ongoing. If you would like a tree planted on your property, please call the Department of Public Works at 516-326-6320 to make that request.

Our **Sanitation Department** collected 35 tons of household waste, 18 tons of bulk of rubbish, 10 tons of paper, and 5 tons of commingled plastics and glass.

Finally, our DPW crews finished hanging of our amazing Veterans Banners. I am so grateful to Village Clerk Susan Walsh for her dedication to this project along with the care and respect our crew exhibited in hanging the banners.

MTA/LIRR

Work has begun on the Tunnel Street safety project. This weekend we saw work being done with the use of a large crane along the Hempstead Branch. As the LIRR notifies us of work they will be doing, we will disseminate that information to residents via social media and email blasts. If you do not receive Village emails, I encourage you to sign up via the Village website www.fpvillage.org or email any board member for assistance. Email blasts are filled with valuable information. We continue to advocate for the MTA/LIRR to execute its end of the MOU from the Third Track Project.

I look forward to seeing many residents along the Veteran's Day Parade route, which will go down Tulip Avenue to Memorial Park, this Saturday, November 11th as the Village and the American Legion pay tribute to our military heroes.

Trustee Michael Longobardi

Building Department

The Centennial Hall Property site plan has been approved by Nassau County. Developer plans to start foundation work before the end of the year and his construction timeline is approximately one year. County approval is still pending for the Covert Avenue property; foundation work is expected to start late fall/early winter once approved. The 266 Jericho Turnpike location is still being assessed by engineers and design plans to move forward are being developed and reviewed. Congratulations to Gyro Village; they recently opened and are getting great reviews. The Pizza Bar and Haagen-Dazs are all moving forward at various stages. The Village has also received inquiries on possible businesses for other vacant store fronts. More to follow on these.

As a reminder to all commercial property owners and tenants: any new business or change in ownership requires a business registration as well as a sign permit, if applicable. Information and forms can be obtained from the building department or online at fpvillage.org. Please do not hesitate to contact the building department. They provide a wealth of information and valuable help to guide you and keep you in compliance with codes and laws.

Pool and Recreation

Our fall leagues are slowly coming to an end. This week the new kickball league will have its championship games and Titans Football will wrap up their season. The Youth Football League is still going strong as well as the Screaming Eagles Hockey team. Tuesday's beautiful weather saw one last flurry of activity at the park. Those who were fortunate enough to have off for Election Day were able to enjoy a nice warm day at our park with their kids. Winterizing at the park has started and this coming Monday, winter hours will start with the park closing at 4:30. Our annual Recreation Center's tree lighting is scheduled for Friday December 8th. There will be more details to follow.

Town-Village Aircraft Safety & Noise Abatement Committee (TVASNAC)

The next meeting for TVASNAC, the Town-Village Aircraft Safety & Noise Abatement Committee will be held on Monday November 27th at Hempstead Town Hall, One Washington Street in Hempstead at 7 PM. If you want to make a noise complaint regarding air traffic, you can call 1-800-225-1071. You can also go to the Village website at www.fpvillage.org and click on TVASNAC noise complaint contact information page on our home page.

Mayor Kevin Fitzgerald

LIRR

We continue to have an open dialogue with the LIRR, trying to tie up loose ends from the Third Track construction project. We would like to put those things to rest, so we thank them for continuously working with us to try and resolve the outstanding issues.

Military Banners

I would like to specifically thank the Department of Public Works. We heard from a number of residents thanking them for the care they have taken in hanging up the banners. It was probably a labor of love. Thank you for all your hard work and thanks in advance for having to take them all down and putting them back up in the spring. We are still getting a number of stories coming in. A few weeks back we received a banner for a Joseph E. Fitzgerald from the Fitzgerald family. That was my father's name, however that is not my father's banner hanging on Tulip Avenue. A gentleman by the name of Anthony Fitzgerald who lives on Tulip Avenue spoke to us about his father who served on a minesweeper in the Pacific during WWII and was part of the crew that went to Japan right after the bombs were dropped. So, we would like to thank Mr. Joseph E. Fitzgerald for his service.

Lastly, I would like to thank Brandon Duffy from Blank Slate Media for joining us and for continuing covering all the happenings in Floral Park.

The Mayor re-opened the meeting for public session at 8:35 PM. At 8:40 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, Supt. of Buildings Renee Marcus, Supt. of Public Works Kevin Ginnane and Police Commissioner McAllister. The Board discussed litigation and personnel matters.

At 9:05 pm, Village Attorney John Ryan, Police Commissioner McAllister and Supt of Public Works Kevin Ginnane were excused. Peter Trentacoste, Esq. arrived and discussed with the Board the Town of Hempstead's IDA Pilot application of One Carnation Avenue. Peter Trentacoste discussed the proposed draft of a Host Community Benefits Agreement and IDA's date requests to hold a public hearing in Village Hall Courtroom for Floral Park residents.

Trustee Stewart motioned to come of Executive Session, seconded by Trustee Longobardi and carried unanimously. No action was taken.

The meeting ended at 12:15 am.

Susan Walsh, Village Clerk

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	MOONEY, RICHARD	800.00
1	C	SCANLON, KIMBERLY	1,606.42
1	C	DEPARTMENT OF AGRICULTURE & MARKETS	11.00
1	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	687,209.90
1	C	L.I. VILLAGE CLERKS &	300.00
1	C	L.I. VILLAGE CLERKS &	70.00
1	C	RYAN, BRENNAN & DONNELLY LLP	9,525.00
1	W	SIGNAL SYSTEMS,INC-TIME CLOCKS USA	401.20
1	C	ROADWORK AHEAD, INC.	38,248.00
1	C	ROADWORK AHEAD, INC.	24,200.00
1	C	A T & T	56.26
1	C	ABLE LOCK SHOP	12.00
1	C	ACCURATE FIRE EQUIPMENT CORP.	406.95
1	C	AIR PURIFIERS, INC.	945.00
1	C	ALILIONIS, HENRY	1,032.50
1	C	AMAZON CAPITAL SERVICES	279.00
1	C	AMSTERDAM PRINTING & LITHO	166.03
1	C	AN EXCELSIOR ELEVATOR	1,165.45
1	C	APCO INTERNATIONAL INC.	799.00
1	C	ARLAND PRINTING	590.00
1	C	AT&T MOBILITY	3,904.68
1	C	BARCO PRODUCTS COMPANY	275.65
1	C	BARNWELL HOUSE OF TIRES	4,117.19
1	C	BARNWELL TIRES	1,221.12
1	C	BEST HARDWARE & MILL SUPPLIES	393.64
1	C	BIORDI, ANTOINETTE	840.00
1	C	BLANK SLATE MEDIA LLC	64.38
1	C	BOWEN AUTO ELECTRIC, INC.	2,126.98
1	C	BRAKE SERVICE GROUP	10.35
1	C	CABLEVISION LIGHTPATH LLC	2,819.01
1	C	CHRISTOPHER TIMM	13.60
1	C	CLAIMS SERVICE BUREAU NY	833.33
1	C	COGAN MD, FREDRIC	170.00
1	C	CON-KEL LANDSCAPING	1,450.00
1	C	CONWAY, KEITH	750.00
1	C	CSP CONSULTING, INC.	300.00
1	C	DE PHILLIPS SPORTS	1,360.00
1	C	DEIDRE STEWART-WEBER	159.98
1	C	DEVO & ASSOCIATES	1,097.48
1	C	DIESEL INJECTION SERVICE	2,090.92
1	C	DONNELLY, THERESE	960.00
1	C	E & K PRINTING	762.00
1	C	EAGLE POINT GUN/	2,968.00
1	C	EBERHARD-VOELLM NURSERIES, INC.	4,214.00
1	C	EMERGENCY RESPONDER PRODUCTS, LLC	299.00
1	C	EMSAR EMSAR ADVANTAGE PROGRAM	570.00
1	C	ESCREEN INC.	329.00
1	C	ESSCO DISTRIBUTING, INC.	1,020.00

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	FASTENAL	1,150.82
1	C	FEDERAL EXPRESS	150.91
1	C	FIREMEN'S ASSOCIATION OF THE STATE OF NY	25.00
1	C	FIVE COUNTY TRUCK TIRE SERVICE, INC.	130.00
1	C	FIVE TOWNS TOTAL MEDICAL	1,386.15
1	C	FLEETPRIDE	289.56
1	C	FLORAL PARK HVAC CORP.	5,804.48
1	C	FUN EXPRESS, LLC	569.98
1	C	FUNDAMENTAL BUSINESS SERVICE, INC.	5,507.00
1	C	GABRIELLI TRUCK SALES LTD	266.75
1	C	GALETON	1,826.38
1	C	GERSHOW RECYCLING	180.00
1	C	GLENCO SUPPLY INC.	3,643.00
1	C	GLENN HARRIS	120.00
1	C	GLOBAL MONTELLO GROUP	7,735.34
1	C	GOOD LOOKS OPTOMETRY	175.00
1	C	GRADE A PETROLEUM CORP.	4,275.57
1	C	GRANITE TELECOMMUNICATIONS	256.15
1	C	GREEN, JAMES	71.22
1	C	HEMPSTEAD FORD LINCOLN MERCURY	88.01
1	C	HOME DEPOT CREDIT SERVICE	2,817.22
1	C	IDENTIFIX	1,428.00
1	C	ILLUSIONS NYC TIRE	82.00
1	C	ISLAND MUSCULOSKETAL CARE	87.80
1	C	ISLAND PUMP & TANK CORP.	996.55
1	C	ISLANDWIDE ENGINEERING & LAND SURVEYING, DPC	10,250.00
1	C	J.C. INDUSTRIES, INC.	1,100.00
1	C	JESCO	3,392.46
1	C	KANE, STEPHANIE	600.00
1	C	KELLY MURPHY	65.97
1	C	KEVIN ROE	378.00
1	C	L.I. SANITATION EQUIPMENT CO.	707.33
1	C	LEONARD GREEN	139.99
1	C	MAINGON, KITIARA	231.00
1	C	MAYFAIR POWER SYSTEMS INC COMMAND POWER SYSTEMS	884.95
1	C	METER PRODUCTS CO., INC.	800.00
1	C	MEYFOHRT, KYLE	160.00
1	C	MINEOLA BICYCLE FITNESS & MOWER	296.99
1	C	MITCHELL, MEDINA	540.00
1	C	MOONEY, RICHARD	800.00
1	C	MORELAND HOSE & BELTING CORP.	110.00
1	C	MULLEN, MARC	1,000.00
1	C	MURPHY, CATHERINE P.	350.00
1	C	NAC SUPPLY, INC.	2,386.25
1	C	NASSAU AUTO SPRINGS, INC.	125.00
1	C	NATIONAL GRID	2,530.86
1	C	NEW HORIZON COMMUNICATIONS	626.15
1	C	NEW YORK NEUROLOGIC ASSOC DR. JEFFREY E. MALLIN, MD	127.40

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	NORTH SHORE FENCE CO.INC.	445.00
1	C	NYS EMPLOYEES' HEALTH INS PENDING ACCOUNT	357,355.15
1	C	OMNI RECYCLING OF WESTBURY, INC.	7,479.20
1	C	ONE CALL MEDICAL, INC	966.54
1	C	OPTIMUM	337.90
1	C	OPTIMUM	168.95
1	C	OPTIMUM	59.95
1	C	PARTS AUTHORITY	3,475.57
1	C	PHOENIX BUILDING PRODUCTS, INC.	190.00
1	C	PSEG LONG ISLAND	12,222.06
1	C	QUADIENT LEASING USA, INC.	151.05
1	C	RAPID ARMORED CORPORATION	215.85
1	C	RAVE MOBILE SAFETY	350.00
1	C	READYFRESH BY NESTLE	103.94
1	C	REIFF, JANE	2,760.00
1	C	RILEIGHS OUTDOOR DECOR	2,986.50
1	C	SCANLON, KIMBERLY	1,606.42
1	C	SEWANHAKA CENTRAL HS DIST	50.00
1	C	SPRAGUE OPERATING RESOURCES LLC	13,433.13
1	C	SPRINGBROOK HOLDING COMPANY LLC	14,911.14
1	C	STANDARD VALUATION	14,150.00
1	C	STAPLES CONTRACT & COMMERCIAL	1,521.56
1	C	SUNRISE AUTO UPHOLSTERY	3,187.33
1	C	SUPERIOR CONTRACTING & IRRIGATION	3,075.00
1	C	THOMAS H. MCCARTHY	111.43
1	C	TIP TOP AUTO BODY, INC.	150.00
1	C	TOPLINE TOOL WAREHOUSE INC	1,339.00
1	C	TOWN OF HEMPSTEAD DEPARTMENT OF SANITATION	58,916.28
1	C	TOWN OF ISLIP	1,300.00
1	C	TRAILER CITY	239.96
1	C	ULINE	400.62
1	C	UNIFIRST CORPORATION	1,116.53
1	C	UNITED AG & TURF	1,332.96
1	C	USI CONSULTING GROUP, INC.	7,200.00
1	C	VAN BUREN GMC SALES CORP.	3,230.63
1	C	VERIZON	1,400.10
1	C	VERIZON	3,710.33
1	C	VIKING ESP CORPORATION	1,293.24
1	C	WAKELY, FRANCIS	286.00
1	C	WALDRON, MARY KATE	350.00
1	C	WALSH, ARTHUR T.	250.00
1	C	WATER AUTHORITY OF WESTERN NASSAU COUNTY	819.42
1	C	WESTBURY PAPER STOCK	10,120.20
1	C	WILLIAMSON LAW BOOK CO.	564.95
Total General			1,404,943.15
2	C	AMAZON CAPITAL SERVICES	536.10

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
2	C	SUPERIOR CONTRACTING & IRRIGATION	1,100.00
2	C	VERIZON	40.00
Total Pool			1,676.10
8	C	HOME DEPOT CREDIT SERVICE	774.96
8	C	L.I. SANITATION EQUIPMENT CO.	116,924.00
8	C	MAYDAY COMMUNICATIONS INC.	14,790.50
Total Capital			132,489.46
Total Register			1,539,108.71

SKINNON AND FABER

Certified Public Accountants, P.C.

November 6, 2023

Incorporated Village of Floral Park
Attn: Susan Walsh
1 Floral Boulevard
Floral Park, New York 11002

Dear Susan:

Skinnon and Faber, CPAs, P.C. would like to propose to perform the following services for the Incorporated Village of Floral Park.

We will prepare the Village's Forms 1095-C and 1094-C, based on information that you provide, for the calendar year-end December 31, 2023. We will prepare all 1095-Cs to be distributed to the employees and plan participants, as well as file the 1095-Cs and 1094-C with the IRS. In order to complete the forms, we will need the following information:

1. The names, addresses, and social security numbers of all individuals covered by the health plan.
2. The months that coverage was provided to all individuals on the health plan.
3. The names, address, and social security numbers of any full-time employees who were not on the plan, as well as whether or not they were offered coverage.
4. A list of any Board members, part-time employees, or volunteers who are on the health plan.
5. The reason that any full-time employee was not on the plan for the entire year (e.g. on spouses plan for part of year, not employed for part of year, etc.).
6. The employee contribution for the lowest-cost, single only health plan that is offered to any full-time employee who is required to contribute to the cost of their health coverage.
7. The number of people employed per month for 2023.

The deadline to provide Form 1095-C to employees is February 28, 2024. In order to prepare the forms timely, the above information must be sent to our office as soon as possible.

Our fee will be \$4,500, which is based on the time required to prepare and file the forms.

We appreciate the opportunity to conduct these services for the Village. If you have any questions or concerns, please feel free to contact us. If you agree, please sign below and return a copy of this letter to us.



America Counts on CPAs

Fairfield Office Park
700 Veterans Memorial Highway
Suite 210
Hauppauge, NY 11788

Phone: (631) 851-1201
Fax: (631) 851-1206
Email: info@sfhcpa.com
Website: www.sfhcpa.com

Sincerely,

Skinnon and Faber, CPAs, P.C.

SKINNON AND FABER, CPAs, P.C.

Acknowledged:

Signature

Title

Date

DRAFT

INCORPORATED VILLAGE OF FLORAL PARK

AND

CENTENNIAL HOLDINGS, LLC

HOST COMMUNITY BENEFITS AGREEMENT

DATED: November __, 2023

HOST COMMUNITY BENEFITS AGREEMENT

THIS HOST COMMUNITY BENEFITS AGREEMENT dated November , 2023 (the “Agreement”) by and between the Incorporated Village of Floral Park (the “Village”), a municipal corporation organized and existing under the laws of the State of New York and Centennial Holdings, LLC, a limited liability company organized and existing under the laws of the State of New York, having a principal place of business at 1 Carnation Avenue, Floral Park, New York 11001 (the “Company”);

WHEREAS, Company is the owner in fee of the approximately .57-acre parcel of real property located at 1 Carnation Avenue, Village of Floral Park, County of Nassau, State of New York, known and designated on the Nassau County Land and Tax Map as Section 32, Block 54, Lots 15-16 and 17-22 (the “Premises”); and

WHEREAS, Company intends to undertake a project consisting of the construction, furnishing, equipping, and operation of a residential apartment building consisting of approximately 24 units (“Project”); and

WHEREAS, Company has applied to the Town of Hempstead Industrial Development Agency (the “Agency”) for certain financial assistance inclusive of a proposed Payment in Lieu of Tax Agreement between the Agency and Company; and

WHEREAS, Company has agreed to make certain payments to the Village in the amounts and in the manner provided in this Agreement, which payments, together with the findings and determinations of the relevant regulatory authorities, establish the public benefit of the Project, particularly as it impacts the Village and its residents;

NOW THEREFORE, IN CONSIDERATION OF THE MATTERS ABOVE RECITED AND SET FORTH BELOW, THE PARTIES HERETO FORMALLY COVENANT AND AGREE AS FOLLOWS:

REPRESENTATIONS AND WARRANTIES

SECTION 1.0 REPRESENTATIONS AND WARRANTIES BY THE VILLAGE

The Village hereby represents, warrants and covenants as follows:

A. Status: The Village is a municipal corporation of the State of New York, is validly existing under the laws of the State of New York and has the authority to enter into this Agreement and the transaction contemplated herein and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement. As used in this Agreement, the term “Village” shall include only the municipal corporation known as the Incorporated Village of Floral Park, managed and controlled by its elected officials, the Mayor and the Village Board of Trustees, and not the appointed agencies, boards or other bodies associated with the Village that are not directly governed by the Mayor and Village Board of Trustees.

B. Authorization: Consistent with the provisions of Village Law, the Village Board has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transaction herein contemplated.

C. Conflicts: The Village is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by any order, judgment, decree, law, ordinance, rule or regulation, or any agreement or instrument to which the Village is a party or by which the Village is bound.

SECTION 1.1. REPRESENTATIONS AND WARRANTIES BY COMPANY

A. Status: Company is a limited liability company duly organized and validly existing under the laws of the State of New York with the power to enter into this Agreement and the transaction contemplated herein and to carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement, and by proper action of its members, has been duly authorized to execute, deliver and perform this Agreement. While Company's organizational structure may change and Company may remove members and add new members subsequent to execution of this Agreement, no such change shall affect such authorization, nor shall such changes affect anything agreed to herein.

B. Authorization: By proper action of its members or managers, Company has been duly authorized to execute, deliver, and perform this Agreement and the consummation of the transaction contemplated herein. Prior to execution by the Village, Company shall deliver to the Village, along with the fully executed Agreement, a proper and executed corporate resolution authorizing said Agreement and execution thereof.

C. Conflicts: Company is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, nor from the execution, delivery, and performance of this Agreement, nor from the consummation of the transaction contemplated herein. The fulfillment of and compliance with the provisions of this Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provisions of its organization documents or any other restriction, law, rule, regulation or order of any court or governmental authority, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Company is a party or by which Company or any of its property is bound, and neither Company's entering into this Agreement nor Company's discharging and performing its obligations and covenants hereunder will be in conflict with or result in a breach of or constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of Company under the terms of any of the foregoing, and this Agreement is the legal, valid and binding obligation of Company enforceable in accordance with its terms.

D. Governmental Consents: No consent, approval or authorization of, or filing, registration or qualification with any governmental or public authority on the part of Company is required as a condition to the execution, delivery or performance of this Agreement by Company or as a condition to the validity of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 2.0 GUARANTEED HOST COMMUNITY BENEFIT PAYMENTS

A. Agreement to Make Payments. Company agrees that it shall make guaranteed annual payments to the Village in the amounts hereinafter provided. The parties agree that the obligation of Company to make the guaranteed payments hereunder shall be in addition to the Payments In Lieu Of Taxes (PILOT) to be made by Company to the Agency and shall constitute a separate and binding obligation by Company to the Village.

B. Amount of Guaranteed Host Community Benefit Payments. Annual guaranteed payments shall be paid by Company to the Village commencing in the first year in which a Payment In Lieu of Taxes shall be made to the Agency, as follows:

Annual payments by the Company to the Village shall commence simultaneously with the commencement of the PILOT and shall be made pursuant to the following schedule and formula in addition to the payments received under the Payment In Lieu of Taxes:

Year 1 of the PILOT – \$12,000
Year 2 of the PILOT – \$12,000
Year 3 of the PILOT – \$12,000
Year 4 of the PILOT – \$6,000
Year 5 of the PILOT – \$7,200
Year 6 of the PILOT – \$8,400
Year 7 of the PILOT – \$9,600
Year 8 of the PILOT – \$18,400
Year 9 of the PILOT – \$19,600
Year 10 of the PILOT – \$20,800
Years 11-20 – The following formula shall apply:

Assessed value of the Project Property x 100% of applicable Village tax rate (the “Otherwise Applicable Village Taxes”) – less amount of Payment in Lieu of Taxes delivered to the Agency for the benefit of the Village in that calendar year.

For the purpose of this Host Community Benefits Agreement, the Company shall not challenge the Assessed Valuation in a tax certiorari proceeding during Years 1-10 of the PILOT.

C. Time of Payments. Company agrees to pay the annual amounts due to the Village under Section 2.0(B) within thirty (30) days after the Village provides an invoice to the Company. For Years 1-10, the Village shall annually send an invoice to Company on or after June 1 for the annual amount due to the Village under this Agreement. For Years 11-20, the Village shall annually send an invoice indicating the then-current Otherwise Applicable Village Taxes, the amount of then-current PILOT payments received by the Village from the Agency, and the amount of the difference between the amount of then-current PILOT and the then-current Otherwise Applicable Village Taxes. Guaranteed Host Community Benefit Payments shall be due in all years in which the PILOT is applicable.

SECTION 2.1 LATE PAYMENTS

If Company shall fail to make any payment required by this Agreement when due and such delinquency shall continue beyond fifteen (15) days after written notice from the Village to the Company, the amount overdue shall accrue interest at an annual rate of interest equal to Fifteen (15%) percent or the maximum rate permitted by applicable law, whichever is less, which shall be immediately due and payable from Company to the Village. Company's obligation to make the payment so in default shall continue until such payment has been made in full.

SECTION 3.0 CONSIDERATION

In consideration of Company's payments to the Village under this Agreement, and in light of the extensive regulatory review and approvals undertaken and received relative to the Project; the public benefit of the Project; and the Village's familiarity with the impact of the Project upon the Village and its residents, the Village agrees to the following:

- A. That the Village has provided all necessary municipal board approvals to Company for the Project; and
- B. To refrain and forebear from challenging, in any administrative or judicial tribunal, any of the agreements, permits or certificates relating to the construction, financing and operation of the Project including, but not limited to, the Payment in Lieu of Taxes Agreement. Notwithstanding the foregoing, nothing in this Agreement or Section shall prohibit or limit the Village, or its agents or agencies, and/or the Fire Marshal, from any and all actions to carry out their duties to enforce any applicable Federal/State/County/Village law, code, rule or regulation.

EVENT OF DEFAULT

SECTION 4.0 EVENT OF COMPANY DEFAULT

Any one or more of the following events, following applicable notice, grace and cure periods, shall constitute an event of default ("Event of Default") by Company under this Agreement:

(A) A failure by Company to pay when due any amount due and payable pursuant to this Agreement, continued for a period of thirty (30) days after written notice is sent by the Village or its representative stating that such payment is due and payable;

(B) A failure by Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder and continuance of such failure for a period of thirty (30) days after written notice is sent specifying the nature of such failure or, if such failure is capable of cure but cannot be cured within such thirty (30) day period, the failure of Company to proceed with reasonable diligence after receipt of said notice to cure the same or the failure of Company to continue with reasonable diligence its efforts to cure the same;

(C) Any warranty, representation or other statement by or on behalf of Company contained in this Agreement shall prove to have been false or incorrect in any material respect as of the effective date of this Agreement and, if such matter is curable, it has not been cured within thirty (30) days after the receipt of written notice thereof by Company from the Village.

SECTION 5.0 REMEDIES UPON COMPANY DEFAULT

(A) Upon an Event of Default as set forth in Section 4.0 herein, the Village may take whatever action at law or in equity appears necessary or desirable to collect the amount then in default or to enforce the performance and obligations, agreements, and covenants of Company under this Agreement. The Village may also notify the Agency of Company's Event of Default.

(B) Each Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action accrues.

(C) Company irrevocably submits to the jurisdiction of any New York State court sitting in Nassau County over any action or proceeding arising out of or relating to this Agreement, and Company hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court. Company irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Company at its address set forth below. Company agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Company further waives any objection to venue in such county and any objection to an action or proceeding in such county on the basis of forum non conveniens. Company further agrees that any action or proceeding brought against the Village shall be brought only in a New York State court sitting in Nassau County.

Nothing in this Section shall affect the right of the Village to serve legal process in any other manner permitted by law or affect the right of Village to bring any action or proceeding against Company or its property in the courts of any other jurisdictions.

SECTION 5.1 PAYMENT OF ATTORNEYS' FEES AND EXPENSES

If, following an Event of Default by the Company, the Village should undertake efforts or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of Company herein contained, Company shall be liable to the Village for the amount due hereunder, together with late payment interest due thereon, reasonable attorneys' fees and disbursements, and all other reasonable expenses, costs and disbursements incurred by the Village in connection with such efforts, provided that the Village shall have prevailed.

SECTION 5.2 REMEDIES UPON VILLAGE DEFAULT

(A) General. In the event that the Village shall fail to observe and perform any of the covenants, conditions or agreements on its part to be observed and performed under Sections 1.0 and 3.0 hereunder (each such event being referred to as a "Village Default") and the continuance of such failure for a period of thirty (30) days after the Village's receipt of notice specifying the nature of such failure and requesting that it be

remedied, Company may take whatever action at law or in equity as may be necessary or desirable to enforce the performance and observance of such obligations, agreements and covenants of the Village under this Agreement.

(B) Separate Suits. Each such Village Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(C) If, following an Event of Default by the Village, the Company should undertake efforts or incur other expenses for the successful enforcement of performance or observance of any obligation, covenant or agreement on the part of the Village herein contained, the Village shall be liable to Company for reasonable attorneys' fees and disbursements, and all other reasonable expenses, costs and disbursements incurred by Company in connection with such efforts, provided that the Company shall have prevailed.

SECTION 6.0 REMEDIES; WAIVER AND NOTICE

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Village or Company is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Company default or Village default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Village or Company to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement. Notwithstanding the foregoing, nothing in this Agreement or Section shall amended, limit or eliminate any notices required pursuant to New York State Village Law, New York State General Municipal Law or any other applicable law, regulation and/or statute relating to notices.

(D) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

MISCELLANEOUS

SECTION 7.0 AMENDMENTS

This Agreement may not be amended, changed, modified, altered or terminated except by writing executed by the parties hereto.

SECTION 8.0 NOTICES

(A) General. All notices, certificates or other communications hereunder shall be in writing and sent via overnight mail delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder by the Village or Company shall be sent are as follows:

To the Village:

Incorporated Village of Floral Park
1 Floral Boulevard
Floral Park, New York 11001
Attention: Village Administrator

with a copy to:

Spellman Gibbons Polizzi Truncale & Trentacoste, LLP
229 Seventh Street, Suite 100
Garden City, New York 11530

To Company:

Centennial Holdings, LLC
c/o Friedman Group
1133 Broadway
Hewlett, New York 11557

with a copy to:

John P. Gordon, Esq.
Forchelli Deegan Terrana, LLP
333 Earle Ovington Boulevard, Suite 101
Uniondale, New York 11553

(C) Change of Address. The Village, Company or a mortgagee, may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 9.0 BINDING EFFECT

This Agreement shall inure to the benefit of, and shall be binding upon, the Village, Company, and their respective successors and assigns.

SECTION 10.0 SEVERABILITY

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this

Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 11.0 COUNTERPARTS

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.0 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 13.0 COMPLETE AGREEMENT

Unless supplemented or otherwise amended in writing by the Village and Company in accordance with the laws of the State of New York, this Agreement constitutes the parties' entire agreement with respect to the subject matter set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 14.0 RIGHTS OF MORTGAGEE

Company and every permitted successor and assign of Company is hereby given the right by the Village in addition to any other rights herein granted, without the Village's prior consent but upon written notice to the Village, to grant security interests in Company's interests hereunder and, in connection with or separate from mortgages, grant assignments of Company's interest in this Agreement as collateral security to or for the benefit of holders of indebtedness of Company. Notwithstanding any provision herein to the contrary, no amendment, modification or voluntary termination of this Agreement shall be effective as to any Mortgagee or its successors or assigns unless agreed to in writing by such Mortgagee or its successors and assigns if required by mortgage documents. If Company and/or Company's permitted successors and assigns shall grant such a Mortgage as herein provided, and if any such Mortgagee shall send to the Village written notice of such Mortgage specifying the name and address of the Mortgagee, the Village agrees that so long as any such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by such Mortgagee, the following provisions shall apply:

(a) The Village shall, upon occurrence of any Event of Default hereunder, simultaneously serve a copy of notice thereof upon each of Company and such Mortgagee, and no such notice to Company shall be effective unless and until a copy of such notice is served upon each such Mortgagee. The Village shall accept performance by or at the instigation of any such Mortgagee as if the same had been done by Company.

(b) As to monetary defaults, the Mortgagee shall have an additional thirty (30) days after the end of Company's cure period during which it may cure such default and the same shall not become an Event of Default until the expiration of such additional cure period.

SECTION 15.0 THIRD PARTY BENEFICIARIES

Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto and the Mortgagees, who are intended to be the sole third-party beneficiaries hereof.

All of the terms, conditions and obligations contained in this Agreement shall be binding upon Company, its heirs, successors and assigns.

DRAFT

IN WITNESS WHEREOF, the Village and Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

**INCORPORATED VILLAGE OF
FLORAL PARK**

CENTENNIAL HOLDINGS, LLC

By: Kevin Fitzgerald, Mayor

By:

ACKNOWLEDGMENTS

State of New York)
County of Nassau) ss.:
)

On the ____ day of _____ in the year 2023, before me, the undersigned, personally appeared Kevin Fitzgerald, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Nassau) ss.:
County of Nassau)

On the _____ day of _____ the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public