

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	DEPARTMENT OF AGRICULTURE & MARKETS	3.00
1	C	SCANLON, KIMBERLY	1,606.42
1	C	MOONEY, RICHARD	800.00
1	C	METLIFE-GROUP BENEFITS	875.77
1	C	MULLEN, MARC	750.00
1	W	SIGNAL SYSTEMS,INC-TIME CLOCKS USA	423.95
1	W	TRUST & AGENCY FUND INC. VILLAGE OF FLORAL PK	597,863.10
1	C	POMARES LAW GROUP	4,029.78
1	C	CHERRY, EDSON & KELLY, LLP	125.00
1	C	JOSEPH KARAM	22,835.44
1	C	NATIONAL GRID	204.17
1	C	NATIONAL GRID	641.99
1	C	NATIONAL GRID	272.01
1	C	A T & T	53.75
1	C	AACS CORP.	3,875.00
1	C	ABLE LOCK SHOP	13.00
1	C	ACCURATE FIRE EQUIPMENT CORP.	34.00
1	C	ADWAR VIDEO	5,554.41
1	C	ALILIONIS, HENRY	940.00
1	C	AMAZON CAPITAL SERVICES	94.53
1	C	AT&T MOBILITY	3,344.53
1	C	ATLANTIC TOMORROWS OFFICE	50.60
1	C	BIORDI, ANTOINETTE	840.00
1	C	BLANK SLATE MEDIA LLC	104.24
1	C	BLUE360 MEDIA	684.35
1	C	BMB CONSULTING LLC	375.00
1	C	BRAKE SERVICE GROUP	10.35
1	C	CABLEVISION LIGHTPATH LLC	939.67
1	C	CALLAHEAD	148.00
1	C	CAROL JAMES ACQUAVIVA	350.00
1	C	CITYWIDE SEWER & DRAIN SERVICE CORP.	2,895.00
1	C	CLAIMS SERVICE BUREAU NY	1,045.37
1	C	COGAN MD, FREDRIC	2,087.50
1	C	CON-KEL LANDSCAPING	1,450.00
1	C	CONWAY, KEITH	750.00
1	C	CRONIN,CRONIN,HARRIS & O'BRIEN, PC	14,000.00
1	C	CSP CONSULTING, INC.	4,962.50
1	C	CUMMINS ALLISON CORP.	521.10
1	C	DAVID KASAK	150.00
1	C	ELAN CITY	6,499.00
1	C	EMERGENCY RESPONDER PRODUCTS, LLC	671.84
1	C	FIRE CHIEFS COUNCIL OF	20.00
1	C	FLORAL PARK DINER	161.45
1	C	FUNDAMENTAL BUSINESS SERVICE, INC.	9,213.95
1	C	G. E. PICKERING, INC.	990.00
1	C	GENERAL CODE PUBLISHERS	1,195.00

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
1	C	GOOD LOOKS OPTOMETRY	175.00
1	C	GRANITE TELECOMMUNICATIONS	516.36
1	C	GREEN, JAMES	2,699.47
1	C	GRID SQUARED SYSTEMS LON BAZELAIS	116.94
1	C	HEARNE PEST CONTROL, INC.	40.00
1	C	HOME DEPOT CREDIT SERVICE	100.24
1	C	ILLUSIONS NYC TIRE	82.00
1	C	INNOVATIVE COMMUNICATIONS CONCEPTS,INC.	1,489.62
1	C	KOURTNEY DOLAN	107.49
1	C	L.I. VILLAGE CLERKS &	150.00
1	C	DISPATCHER LYNN POOLE	30.00
1	C	M. NORRIS & SONS INC.	495.00
1	C	MAINGON, KITIARA	68.00
1	C	MEYER,SUOZZI,ENGLISH & KLEIN, P.C.	139,000.00
1	C	MINEOLA BICYCLE FITNESS & MOWER	156.97
1	C	MITCHELL, MEDINA	600.00
1	C	MULLEN, MARC	1,000.00
1	C	NEVILLE FLEET SERVICE	2,770.81
1	C	NEW HORIZON COMMUNICATIONS	304.49
1	C	NGUYEN, HANG	300.00
1	C	NORTH AMERICAN RESCUE,LLC	362.34
1	C	NORTHWELL HEALTH	200.00
1	C	OHD, LLLP	130.00
1	C	OPTIMUM	498.15
1	C	P.C. RICHARD & SON	724.92
1	C	PSEG LONG ISLAND	16,037.14
1	C	QUARKSOFT, LLC	336.00
1	C	READYFRESH BY NESTLE	108.10
1	C	REIFF, JANE	2,760.00
1	C	SOUTH SHORE FIRE & SAFETY EQUIPMENT DISTRIBUTORS IN	103.90
1	C	STANDARD VALUATION	3,375.00
1	C	STAPLES CONTRACT & COMMERCIAL	759.61
1	C	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC	310.00
1	C	TULIP BAKE SHOP	130.00
1	C	VERIZON	555.18
1	C	VERIZON	2,826.58
1	C	VERIZON-RPC	1,471.42
1	C	WAKELY, FRANCIS	308.00
1	C	WALDRON, MARY KATE	580.00
1	C	WALSH, ARTHUR T.	250.00
1	C	WATER AUTHORITY OF WESTERN NASSAU COUNTY	474.71
Total General			876,958.21
2	C	NYS DEPT OF ENVIRONMENTAL CONSERVATION	100.00
2	C	VERIZON	40.00

CHECK ID	PAY TYPE	PAID TO THE ORDER OF/DESC	CHECK AMOUNT
		Total Pool	<u>140.00</u>
8 C		CMJ EMERGENCY LIGHTING	160,772.83
		Total Capital	<u>160,772.83</u>
		Total Register	<u><u>1,037,871.04</u></u>

ANNUAL REORGANIZATION MEETING MINUTES
Monday, April 1, 2024 at 8:00 PM
VILLAGE HALL COURTROOM

The Annual Re-organization Meeting was held on April 1, 2024 at 8:00 pm. The meeting was open to the public and available by way of video and teleconference:

<https://us02web.zoom.us/j/84162615809?pwd=SEp6R20xdFNZdlFjWDZHBGppQnZmZz09>

Meeting ID: 841 6261 5809

Passcode: 227315

Dial: +1 646 558 8656 US (New York)

Mayor Fitzgerald opened the meeting with the Pledge of Allegiance and asked everyone to remain standing for a moment of silence to honor slain NYPD Detective Jonathan Diller who was killed in the line of duty.

Mayor Fitzgerald welcomed and thanked all the appointed volunteers for making Floral Park such a great place to live.

Mayor Fitzgerald called upon Village Justice Douglas J. Hayden to administer the Oath of Office to Trustee Jennifer Stewart and to Trustee Michael Longobardi.

He asked each of the Trustees to say a few words:

Trustee Jennifer Stewart

I'd like to thank the residents for their confidence in me after three years serving on this Board. It has been an honor, a learning experience and a real pleasure to work with our current Board. I have learned so much, and they have been so tolerant of me and my many questions. I'd also like to thank my family, my girls who are here tonight, and my husband, for their support. I look forward to continuing to work hard for the Village of Floral Park for the next two years.

Trustee Michael Longobardi

Good evening, everybody. I would like thank you all and say that it has been an honor to sit up here and serve this Village. I appreciate all the support I have received. I'd like to thank the Citizens Party for nominating me and I'd also like to thank everyone here tonight—you are all part of this great team that keeps the Village going. Thank you to the Mayor and the Trustees for showing me the way for the last two years, and for all the support they have given me. And most important thank you to my family who is sitting here tonight, my wife Patty, and my children Mike and Andrea.

Judge Hayden brought it up earlier, conspicuously absent is the Former Mayor of Floral Park Dominick Longobardi. I will let him slide, since he is away on business. I am looking forward to the next term and I am looking forward to getting started. And I respectfully ask that I be promoted from Baby Trustee to Toddler Trustee. Thank you all very much.

Deputy Mayor Lynn Pombonyo

Good evening, everyone, what a happy night it is. I have to say that with the re-election of Jen and Mike, Floral Park has picked the very best. You probably know, but if you don't, both of them were born and grew up in Floral Park. They know everything about the history of our Village, which is a very valuable contribution to bring to the Board. Throughout their lives they have contributed to the Village, which was long before they were on this Board. When I think of the two of them, I think of Jennifer, not only her roll with OLV but her many other contributions, and Mike's dedication to the Fire Department as both a Chief and still very active member of the Department. That service has now continued on as Trustees. We thank you both for that.

Some of the challenges they have tackled and success stories they have had, have been in some of our most challenging areas. For Jen, they include the Long Island Rail Road and certainly the work with our Department of Public Works, which is always very challenging, however it is also very rewarding when we see what our DPW does for our Village.

For Mike, the Recreation, Pool and Building Department the last couple of year has been extremely busy and very challenging, but also very rewarding, as new and exciting businesses come into the Village. We are hopefully coming up on the completion of another building project very soon.

On re-election day, both gave credit not to the themselves but to the teamwork of the Board, working along with the community. That is a very valuable asset in itself that they bring to the Board, the realization that we don't accomplish a lot unless we work out the teamwork first. We have been very successful with that, I'm proud to tell you that, and know that it will continue. I know Kevin, Frank and I join together and looking forward to facing more challenges with these two phenomenal Trustees working with us, as well as celebrating many more success stories in the future. Congratulations, and best wishes to you both. It's an honor to work with you.

Trustee Frank Chiara

Congratulations Jen and Mike. I'm looking forward to serving another two years with you. The ongoing joke usually is that when we accept this position, we only come out two nights each month. These two individuals and the rest of the people on the Board dedicate a lot more time and effort to the Village than most people realize, which helps it run smoothly. I'm looking forward to working with the two of you for the next two years.

Mayor Kevin Fitzgerald

Congratulations to Jen and Mike on being re-elected, speaking on behalf of the residents and my family, thank you for all of your time and efforts you have put in and will be putting in while serving on this wonderful Board, and mostly thank you for your dedication to our Village.

One word that sums up the Board and everyone in this room, is 'Passion' and we all have passion for this place we call our home and we will continue to make it a great place to live work and raise a family.

I would like to thank everyone once again for coming out and for committing themselves in serving our great Village. A lot of effort is needed to make sure the Village of Floral Park remains the place its always been.

On motion by Mayor Fitzgerald, seconded by Trustee Chiara, and carried unanimously, Trustee Lynn Pombonyo was appointed **Deputy Mayor** each for a term of one (1) year.

The following Village Board appointments were made by Mayor Fitzgerald:

Public Works Department	Jennifer Stewart
Fire Department	Frank Chiara
Police Department	Dr Lynn Pombonyo
Building Department	Michael F. Longobardi
Recreation Department	Michael F. Longobardi
Pool Department	Michael F. Longobardi
Library	Frank Chiara
Budget Committee	Entire Board
Audit Committee	Entire Board
Tree Committee	Entire Board

Mayor Kevin M. Fitzgerald liaison to:

Finance
NYRA/Belmont
Village Prosecutor
Community Police Advisory Board

Trustee Lynn Pombonyo liaison to:

Hillcrest Civic Association
Covert Avenue Chamber of Commerce
FP Chamber of Commerce
Conservation Advisory Council
Community Police Advisory Board
Coalition of Resources for Education & Wellness Committee (CREW)

Trustee Frank J. Chiara liaison to:

West End Civic Association
Beautification Committee
New Resident Committee
Coalition of Resources for Education & Wellness Committee (CREW)

Trustee Jennifer Stewart liaison to:

North End Civic Association
Council of Cultural Affairs
Four Village Studio
MTA/LIRR

Trustee Michael F. Longobardi liaison to:

South Side Civic Association
Emergency Management & Civil Preparedness Task Force
FAA/NYNJ Port Authority
Aircraft Safety & Noise Abatement Committee

On motion by Mayor Fitzgerald, seconded by Trustee Pombonyo, and carried unanimously, the following appointment was made for a term of two (2) years:

Stephen McAllister, Police Commissioner

On motion by Mayor Fitzgerald, seconded by Trustee Chiara, and carried unanimously, the following appointments were made each for a term of one (1) year:

Steve Arnone, Deputy Village Treasurer
Michael Derby, Assessor & Deputy Tax Collector
Tom Dillon, Pool Director
Kevin Ginnane, Superintendent of Public Works
Renee Marcus, Superintendent of Buildings
Joan McAllister, Clerk to the Village Justice
Lara Verbanac, Deputy Village Clerk and Deputy Registrar

On motion by Mayor Fitzgerald, seconded by Trustee Stewart, and carried unanimously*, the following appointment was made for a term of one (1) year:

Joseph O’Grady, Deputy Superintendent of Public Works

*Trustee M. Longobardi recused himself from motion.

On motion by Mayor Fitzgerald, seconded by Trustee Stewart, and carried unanimously, the following appointment was made for the **Justice Court** for a term of one (1) year:

Perry Criscitelli, Esq., Associate Village Justice

On motion by Mayor Fitzgerald, seconded by Trustee Longobardi, and carried unanimously, the following appointment was made for the **Justice Court** for a term of one (1) year:

Arthur T. Walsh, Esq., Prosecuting Attorney

On motion by Mayor Fitzgerald, seconded by Trustee Pombonyo, and carried unanimously, the following appointments were made for the **Justice Court** each for a term of one (1) year:

Keith J. Conway, Esq., Assistant Prosecuting Attorney
Marc Mullen, Esq., Assistant Prosecuting Attorney

Mayor Fitzgerald offered **Resolution No. 2024-57** appointing **John E. Ryan, Esq. as Village Attorney and Zoning Counsel** for a term of one (1) year.

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

Mayor Fitzgerald offered **Resolution No. 2024-58** appointing the firm of **Skinnon & Faber, C.P.A. as Village Auditor** for a term of one (1) year.

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 Mayor Fitzgerald, seconded by Trustee Longobardi and carried unanimously, the following appointment was made for a term of one (1) year:

‘The Herald Courier’, Official Village Newspaper

On motion by Mayor Fitzgerald, seconded by Trustee Pombonyo, and carried unanimously, the following appointments were made each for a term of one (1) year:

Dr. Fredric Cogan, Police Surgeon and Infectious Disease Control Officer
Dr. Vibhu Narang (of Stat MD), Police Surgeon
Walter E. Gosden, Village Historian
Kevin J. Greene Director of Civil Preparedness
Andrew Weiss, Aircraft Safety & Noise Abatement Officer

On motion by Mayor Fitzgerald, seconded by Trustee Chiara, and carried unanimously, the following appointment to the **Board of Zoning Appeals (ZBA)** was made for a term of five (5) years

Mary Ann Cuite

On motion by Mayor Fitzgerald, seconded by Trustee Stewart, and carried unanimously, the following appointment was made for a member of the **Board of Ethics**:

Stephen McCaffrey 3 years

On motion by Mayor Fitzgerald, seconded by Trustee Longobardi, and carried unanimously, the following appointment was made for the members of the **Grievance Board** each for a term of one (1) year:

Marguerite Durkin-Lockwood
Terence Coppinger
Bernadette Verdu

On motion by Mayor Fitzgerald, seconded by Trustee Pombonyo, and carried unanimously, the following appointment was made to the **Long Island Railroad Expansion Project** for a term on one (1) year:

Archie T. Cheng, Esq., Village Representative

On motion by Mayor Fitzgerald, seconded by Trustee Chiara and carried unanimously*, the following appointment to the **Water Authority of Western Nassau County** was made for a term of two (2) years:

Dominick Longobardi Village Representative

*Trustee M. Longobardi recused himself from motion.

On motion by Mayor Fitzgerald, seconded by Trustee Stewart and carried unanimously, the following appointments to the **Library Board** were made each for a term of five (5) years:

Linda Price
Sean O'Donnell

On motion by Mayor Fitzgerald, seconded by Trustee Longobardi, and carried unanimously, the following appointments were made to the **Recreation Committee** each for a term of two (2) years:

Al Cappelli	Francesco DiGiuseppe
Greg Hand	Janice LaVaute
Amanda O'Connell	Richard Pfeiffer
Richard Provost	

On motion by Mayor Fitzgerald, seconded by Trustee Pombonyo, and carried unanimously, the following appointments were made to the **Pool Committee** each for a term of one (1) year:

Mary Ann Cuite	Francesco DiGiuseppe
William Emmel	Janet Greene
Lisa Holz	Thomas Kubler
Janice LaVaute	Amanda O'Connell
Richard Pfeiffer	

On motion by Mayor Fitzgerald, seconded by Trustee Chiara, and carried unanimously, the following appointments were made to the **New Resident Committee** each for a term of one (1) year:

Besty Boutis	Lisa Boutis
Laura Connolly	Darlene Lanza
Janice Mullen	Anne Musso

On motion by Mayor Fitzgerald, seconded by Trustee Stewart, and carried unanimously, the following appointments were made to the Electrical Board each for a term of three (3) years:

Timothy Bowe
Kevin Greene

On motion by Mayor Fitzgerald, seconded by Trustee Longobardi, and carried unanimously, the following appointments were made to the **Beautification Committee** each for a term of one (1) year:

Donna Sanchez,
Emily Kruzynski
Ann Fitzgerald

On motion by Mayor Fitzgerald, seconded by Trustee Pombonyo, and carried unanimously, the following appointments were made to the **Four Village Studio Cable Committee** each for a term of one (1) year:

Steve Lowe
Walter Gosden

On motion by Mayor Fitzgerald, seconded by Trustee Chiara, and carried unanimously, the following appointments were made to the **Conservation Advisory Council** each for a term of one (1) year:

Gerard M. Bambrick **Dennis McEnery**
Joseph Serra **Stephen Vargas**

On motion by Mayor Fitzgerald, seconded by Trustee Stewart, and carried unanimously, the following appointments were made to the **Aircraft Safety & Noise Abatement Committee** each for a term of one (1) year:

Linda Dersch
Lana Vogel
Andrew Weiss

On motion by Mayor Fitzgerald, seconded by Trustee Pombonyo, and carried unanimously*, the following appointments were made to the **Emergency Management & Civil Preparedness Task Force** each for a term of one (1) year:

Kevin J. Greene, Director **Gerard M. Bambrick**
Thomas Dillon **Kevin Ginnane**
James R. Green **George Keyloun**
Kevin Kiss **Renee Marcus**
Stephen McAllister **Kurt Meyfohrt**
Joseph O'Grady **Matthew Sexton**
Dana Weissman **Charles Zuba**

*Trustee M. Longobardi recused himself from motion.

On motion by Mayor Fitzgerald, seconded by Trustee Longobardi, and carried unanimously, the following appointments were made to the **Council of Cultural Affairs Committee** each for a term of one (1) year:

Gerard M. Bambrick
Alexa Ventimiglia

On motion by Mayor Fitzgerald, seconded by Trustee Chiara, and carried unanimously*, the following appointments were made to the **Coalition of Resources for Education and Wellness Committee (CREW)** each for a term of one (1) year:

William Doherty **Thomas Holz**
Denise Longobardi **Joseph O'Grady**
Maureen Russell

*Trustee M. Longobardi recused himself from motion.

On motion by Mayor Fitzgerald, seconded by Trustee Pombonyo, and carried unanimously*, the following appointments were made to the **Fair Housing Committee** each for a term of one (1) year:

**Gerry Bambrick
Petrina DiGangi
John Ryan
Joseph O'Grady**

**Ann V. Corbett
Marc Mullen
Renee Marcus**

*Trustee M. Longobardi recused himself from motion.

On motion by Mayor Fitzgerald, seconded by Trustee Stewart, and carried unanimously, the following appointments were made to the **Community Police Advisory Board** each for a term of one (1) year:

Gerard M. Bambrick	Mary Ann Cuite
Fr. Tom Fusco	Thomas Kubler
Louis LeBlanc	Stephen McAllister
Heather McClintock, Esq.	Marc Mullen, Esq.
Richard Provost	Arthur Walsh, Esq.

On motion by Mayor Fitzgerald, seconded by Trustee Longobardi, and carried unanimously, the following appointments were made to the **Tree Committee** each for a term of one (1) year:

**Charles Annunziato, MD
Kevin Ginnane**

Deputy Mayor Lynn Pombonyo offered **Resolution No. 2024-59** that:

BE IT RESOLVED that the Chief Fiscal Officer and/or Deputy Treasurer be and they hereby are authorized to invest idle monies of the Inc. Village of Floral Park in Money Market Deposits, and Certificates of Deposit in the designated depositories of the Inc. Village of Floral Park.

BE IT FURTHER RESOLVED that hereby are authorized to purchase obligations of the U.S. Government, via: Treasury Bills, Bonds and Notes from designated depositories of the Village, banks or trust companies authorized to do business in New York State, or registered primary report dealers, and

BE IT FURTHER RESOLVED that the banks and trust companies authorized for the deposit of monies are:

JPMorgan Chase Bank, N.A.

TD Bank, N. A.

&

NYCLASS

BE IT FURTHER RESOLVED that they will provide the Board of Trustees with monthly written reports concerning principal amounts of investments and interest earned therein;

BE IT FURTHER RESOLVED that the Chief Fiscal Officer and/or Deputy Treasurer will monitor collateral pledged on bank account balance.

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

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

On motion by Mayor Fitzgerald, seconded by Trustee Stewart, and carried unanimously, the Board approved Public Official Bonds for each employee in the Village in the amount of \$100,000.

On motion by Mayor Fitzgerald, seconded by Trustee Longobardi, and carried unanimously, the Board approved that the regular Board of Trustees' meetings will be held on the first and third Tuesday of each month, except on the day of Village Elections, which will be held on the day after; and except during the months of July and August, which will be held on the third Tuesday; and except on General Elections, which will be held on the day after and upon resolution, a regularly scheduled Board meetings' time and/or date may be changed due to unforeseen circumstances and will be published in the official village newspaper and/or website.

The Mayor invited all appointees present to sign the Oath Book and join the Board for refreshments in Firefighters Hall.

At 8:25 pm on motion by Trustee Pombonyo, seconded by Trustee Chiara, and carried unanimously, the Re-Organization Meeting ended.

Susan Walsh
Village Clerk

DRAFT

INCORPORATED VILLAGE OF FLORAL PARK
Board of Trustees MINUTES
Tuesday, April 2, 2024 8:00 pm - Village Hall Courtroom

Join Zoom Meeting

<https://us02web.zoom.us/j/84296542274?pwd=ZHpQYTBjMndaZlZYMElkRHVsQmlTQT09>

Meeting ID: 842 9654 2274

Passcode: 365680

Dial +1 646 558 8656 US (New York)

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

Prior to the start of the meeting, Mayor Fitzgerald held a moment of silence to honor slain NYPD Detective Jonathan Diller who was killed in the line of duty.

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, Village Attorney John Ryan, Superintendent of Buildings Renee Marcus, Police Commissioner Steven McAllister and Superintendent of Public Works Kevin Ginnane and Deputy Superintendent of Public Works Joe O'Grady.

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. Public comment opened at 8:20 PM and closed at 8:45 PM.

The Mayor asked Village Clerk to move the agenda as follows:

On motion by Trustee Pombonyo, seconded by Trustee Chiara, and carried unanimously, the Board approved the Regular Board of Trustees Minutes from Tuesday, March 20, 2024;

Trustee Chiara offered Resolution No. 2024-61 to approve the Schedule of Accounts Payable as follows:

General Fund	\$ 924, 173.87
Pool Fund	\$ 1,870.00
Capital Fund	<u>\$ 359,401.10</u>
Grand total	<u>\$ 1,285,444.97</u>

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 the request of Catholic Charities to use the picnic area at the Recreation Center on June 6, 2024 from 10:00 am to 2:00 pm subject to receipt of certificate of insurance and sound device permit, if applies and the approval of the Superintendent of Recreation.

Trustee Longobardi offered Resolution No. 2024-62 to approve the proposal of Ultimate in Pool Care, Inc., dba Chaikin Ultimate Pools for their services in repairing the surfaces and expansion joints for the pool in the amount of \$33,810 and authorize Mayor or Village Administrator to sign said 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. 2024-63 to grant the request of 32 Orchid Street LLC. to subdivide 32 Orchid Street, Floral Park, NY identified as Section 32, Block 260 and Lots 131 & 167 into two (2) 40' by 110'

lots (4,400 square feet each lot) to be known as 32 Orchid Street and 34 Orchid Street respectively subject to installing fencing and greenery along the rear property lines and south property line as feasible; a separation between the rear patio and driveway; installing greenery screening to block the view of new air conditioning units; and be in compliance with these conditions in a manner satisfactory by the Superintendent of Buildings;

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. 2024-64 relating to personnel matters:

- Promote Darlene Lanza, currently Research Assistant to the Mayor and Board of Trustees, to the position of Deputy Village Administrator with an annual salary increase to \$95,000.00 effective immediately;
- Authorize to hire James Katan, as part-time parking meter enforcement, in the police department at the contractual hourly rate of \$18.05 subject to medical/drug/alcohol screenings and Nassau County Civil Service Commission approval;
- Authorize to hire Cathy Ehlen as a part-time school crossing guard in the police department at the contractual hourly rate of \$18.05 subject to medical/drug/alcohol screenings and Nassau County Civil Service Commission approval;

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. 2024-65 to acknowledge the filing of the 2024/2025 Tentative Budget by Village Administrator/Treasurer Gerard Bambrick with the Office of the Village Clerk in accordance with Village Law Section 5-504:

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

The Board of Trustees, also known as the Board of Assessment Review, reviewed the grievance applications presented to the Board on February 20, 2024 to render a decision as follows:

Trustee Longobardi offered Resolution No. 2024-66:

WHEREAS, the Board reviewed all grievances presented on Grievance Day, February 20, 2014 and all the information submitted by grieving petitions on the attached list support their claims; and

WHEREAS, by letters dated February 22, 2024 the Board requested additional material information from these petitioners to evaluate their claims; and

WHEREAS, petitioners failed to comply with the Board’s request for additional material information;

NOW, THEREFORE, BE IT RESOLVED, that the grievances of all of the petitioners presented to the Board of Review on February 20, 2024 be denied and/or dismissed.

AND BE IT RESOLVED THAT the following exempt properties and 2024/2025 Final Assessment Roll presented below are hereby approved:

2024/2025 FINAL ASSESSMENT ROLL

	Tax Roll 2023 Total Assessment		208,576,798.00			Changes
	2023 Special Franchise	5.99	(2,750,497.00)		Sp. Franchises	(102,310.00)
	2024 Special Franchise	5.20	2,648,187.00		Small Claims	(364,245.00)
	2023 Changes in Assessment		<u>(127,045.00)</u>		Certiorari Assessment	(50,743.00)
						<u>287,943.00</u>
	2024 Total Assessment Value		208,347,443.00			(127,045.00)
	LESS EXEMPTIONS					
CODE	Exemption	#	Exemption Total	Prior Year		Change
13100	County Owned Property	7	1,120,600.00			
13650	Village Owned Property	38	3,705,810.00			
13800	School Owned Property	6	5,571,850.00			
11410	US Post Office	1	415,800.00			
18130	Industrial Development Co/PILOT	0	-			
21600	Parsonages	3	127,200.00			
25110	Church Owned Property	19	2,878,975.00			
25307	Non-Profit Public Corps	4	157,850.00	220,600.00		(62,750.00)
26100	Veterans Organization	1	33,350.00			
27200	Railroad Property	4	1,455,700.00			
41103	Veterans Eligible Funds Veterans Basic Non	75	231,700.00	255,650.00		(23,950.00)
41123	Combat	195	256,526.00	266,926.00		(10,400.00)
41133	Veterans Combat	108	239,740.00	248,540.00		(8,800.00)
41143	Veterans Disabled	44	198,297.00	184,272.00		14,025.00
41163	Veterans Cold War Veterans Cold War	28	27,160.00	26,190.00		970.00
41173	Disability	4	13,334.00	9,414.00		3,920.00
41400	Clergy Owned Homes	7	9,600.00	11,100.00		(1,500.00)
41687	Volunteer Fire Dept	89	22,962.00	22,962.00		-
41807	Senior Citizens	95	1,586,241.00	1,574,460.00		11,781.00
41907	Handicapped Improvement Tel Street Equip/Utility	4	14,110.00	18,310.00		(4,200.00)
47760	Property	1	942,300.00	942,300.00		-
						-
					Total Changes	(80,904.00)
	Total Exemptions		19,009,105.00			-
	Taxable Value 2024		189,338,338.00			
	Taxable Value 2023		189,486,789.00			
			(148,451.00)			

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. 2024-67 granting the application for the Special Use Permit of Shiv 130A Corp. for Property located at 130A Tulip Avenue, Floral Park, NY 11001 subject to the terms and conditions set forth in the Decision and Resolution.

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 - Recuse
 Mayor Fitzgerald - Aye

Trustee Chiara offered Resolution No. 2024-68 authorizing to set a date for a tax sale to be held on May 8, 2024 at 10:00 am in the Courtroom of Village Hall to recover the 2023 unpaid taxes on 51 parcels of property:

Total taxes not paid	\$ 229,795.46
Total penalty due on the above	\$ 25,125.78
Cost of publishing legal notice	<u>\$ 1,530.00</u>
Total Taxes with Penalty added	\$ 256,451.24
Total 2023 tax collection	\$ 27,799,985.66
% of tax collected	99.17

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

Deputy Mayor Lynn Pombonyo

Police Department

Our Police Department responds to numerous calls for service. 911 and other calls for a Police response and emergency medical responses (to which our Officers always report) totaled 870 in January 2024, 881 in February, and 865 in March, for a total of 2,616 calls for Police and emergency medical assistance during the first quarter of this year. Our FPPD is extremely busy 24/7, 365 days a year.

Our Police continue to urge all in Floral Park to call as soon as possible whenever the need arises. When the Police are aware of problems and potential crimes as they are occurring, they can often stop them in progress, speak with those involved, and gather real-time evidence, resulting in better outcomes, at times with the perpetrators apprehended right at the scene. If that is impossible, contact with the Police immediately after incidents, through the 911 system, will also be effective. And, of course, if you believe a problem is escalating, a crime is imminent, or someone appears to be in danger, call 911. The FPPD has very fast response times in order to protect lives and property. Calling one's family, friends, neighbors or our Board Trustees first in emergencies will slow down the Police response and compromise their effectiveness.

We thank our FPPD for their extraordinary service in our Village. Be sure to check out the FPPD Facebook page for all their updates.

Chambers of Commerce and Our Businesses

We hope you have all had a chance to become acquainted with some of our wonderful new businesses, including our new food go-to places in the Village. Enjoy them!

If you're a business person, consider attending our next Floral Park Chamber of Commerce April meeting at Jameson's of Floral Park on Tulip Avenue. Meet the new owners, learn about what all our businesses are up to, and enjoy dinner conversations from 6:00 PM - 8:00 PM this Thursday, April 4th. Be sure to register first at: floralparkchamber.org

SHOPPING AND DINING LOCAL is the best in Floral Park and Stewart Manor!

Conservation Society and Centennial Gardens

When the sun comes out again (or at least the rain stops), our Centennial Gardens and Bird Sanctuary will be open for all to experience and enjoy.

The 2024 season began with a very rainy Easter Bunny Photo Day for our children and families. But the rain didn't stop our 150 smiling, colorfully dressed participants who also received fun-filled goody bags as they posed with our cheerful Bunny. Thanks go to our Parks Department for hosting this popular, annual event including Superintendent Kurt Meyfohr, creators and coordinators extraordinaire Gena King and Karen Lacey, and our Bunny guest star Chloe Lavort. Our Mayor and Trustees enjoyed the festivities as well.

And we love happy endings, especially at Easter time. Last week, two beautiful white bunnies were dropped off in Centennial Gardens. Social media took notice and many very caring people sprang into action. Animal lovers volunteered to help, as did families, a rabbit expert, animal rescue professionals, and our Police Department who took over at the Gardens gate, ensuring a caring, non-stressful rescue for both bunnies. Thank you to all the loving rescuers as well as the talented social media teams who shared all the heartwarming details, got everyone on board, and made us all smile.

And, to those who may think that Centennial Gardens is an appropriate place to drop off unwanted animals, please think again. The Gardens provides a rich ecosystem for native animals and others who visit frequently. It is not humane or safe for pets to be abandoned there. We all enjoy the native wildlife there, especially the magnificent birds.

And, coming this Saturday, April 6th at 9:00 AM is the first Gardens Weed Out of the season. Bring your family, meet our Conservation Society volunteers, and help keep our Gardens beautiful!

Trustee Frank Chiara

I would like to thank all of our volunteers who came to the Re-Organization Meeting last night and for all they do for our Village. Our Volunteers are all part of the fabric that keeps our community safe, vibrant and a great place to live. Thank You so much for volunteering!

Fire Department

The month of April is NY State Recruitment Month for volunteers to join the fire service. On Saturday, April 13th from 8:30 AM to 9:30 AM, the morning of the Little League Parade, our Floral Park Fire Department recruitment committee will have a tent set up in front of the Fire Department Headquarters on Vernon Street for anyone who is interested. Please stop by to meet and talk with some of our wonderful Volunteer Firefighters. Please consider joining our Fire Department, we are in need of volunteers.

The Floral Park Volunteer Fire Department is properly prepared. Members are continuously training to respond to emergencies that may occur within our Village. Thank You to all the Firefighters for your service to our community.

Library

The month of April has begun and there are lots of planned activities and events taking place in our Floral Park Library:

- For those interested in being screened for a brief cardiac history, blood pressure and a simple test for cholesterol and diabetes, with appropriate education and referrals. The St. Francis Outreach Bus will be at the library on Tuesday, April 9th from 10:00 AM to 2:00 PM.
- On Saturday April 20th the Empire Safety Council is offering a 6-hour defensive driving program. Completion of the program enables a reduction in cost for the liability portion of your car insurance or a points reduction. Register in person and remit \$35.00 check or money order (no cash) payable to Empire Safety Council. Please bring your NYS Driver's License, a pen and a slight snack to the class. Registration is currently open and there are a few spots left.
- The library is currently taking reservation for the next Urban Explorer excursion to the Bronx. The visit will take place on June 27th from 8:30 AM to 5:30 PM. It will start with a guided tour of Woodlawn Cemetery, considered to be one of the most beautiful cemeteries in the world. The next stop will be City Island, sometimes referred to as "Nantucket in the Bronx", where the group will visit the Hall of Fame of Great Americans, the first Hall of Fame in America designed by Stanford White. The final stop will be to Arthur Avenue for lunch and free time to shop at the wonderful bakeries, delis, and specialty shops. This trip will include the bus fee, tour guide, entrance fees and gratuities for the bus driver in the amount of \$98.00. It sounds like a lot of fun for all!

Details on these and other scheduled events can be found on the library's website at www.floralparklibrary.org.

Trustee Jennifer Stewart

4VS

Last night, April 1st, Four Village Studio featured Healthcare Aware with George Ingram and "Nursing as A Career" with Jacqueline Wigfall, MSN, RN; Later this week you can watch Wes Houston as Wes Houston

Presents: “Ken McGorry & the Achievements”, a Vocal-Driven Rock Quartet; as well as Davidson & Co. featuring Stuart Markus, Singer, Songwriter and Guitarist.

DPW

The **Highway Department** has hot patched sections of Fuller Avenue, Roscoe Street, Hinsdale Avenue and Lowell Avenue intersections. All roads have been swept, and the faded and aging street signs have been replaced. The **Parks Department** spring clean-up continues, trees and shrubs have been planted at the dead end of Tunnel Street, and flowers have been ordered for spring beautification. The **Sanitation Department** Crews collected 105 tons household waste, 8 tons of paper and cardboard, 4 tons of commingled plastics and glass as well as 12 tons of bulk rubbish. The **Tree Department** Crews are grinding stumps throughout the Village. Crews have also installed netting in park ballfields in preparation for the opening of the Little League season.

MTA

Work continues on the Tunnel Street Safety Mitigation Project. Commuters are advised to read their schedules as trains arrive and depart on all four tracks and tracks assignments are subject to change. Additionally, the dumpster on the LIRR property near the intersection of Caroline Place and Carnation Avenue is MTA property, it is not intended for use by non-MTA/LIRR employees.

Trustee Michael Longobardi

Building Department

Construction continues at the former Centennial Hall site. Contractors are currently installing drainage and foundation supports for the new apartment building. Work is expected to begin in May on the proposed Tulip Avenue Pedestrian Walkway to be constructed next to the Post Office which will connect the Tulip Avenue and Carnation Avenue intersections to the Spur parking lot. There are no major updates on the Covert Avenue fire property or 266 Jericho Tpke. The Architectural Review Board held a meeting March 27th to review the aesthetics of the two proposed houses located at 32 and 34 Orchid Street subdivision. The plans are all within code requirements and the developers were receptive to the changes the board proposed to help it blend in with the character of our Village.

One last reminder: with the weather getting warmer, please remember that all permanent air conditioning units, including the ductless split system, require permits and need to follow zoning regulations. It is important that you use licensed, registered contractors for any home improvement. It's a significant part of a safe, properly completed capital improvement project that you can enjoy for years to come. Please call the building department if you need assistance.

Recreation and Pool

Field preparations are almost complete for the 2024 season. Ball fields will open Monday, April 8th. Park hours will be from 8:00 AM to 10:00 PM, weather permitting. The Floral Park Little League parade, another sign Spring is here aside from hockey playoffs, will take place Saturday morning April 13th. The parade will begin at Village Hall and go up Tulip Avenue through town to the park. Right after, there will be an opening ceremony to kick off the season and a day of festivities. Please come out, cheer for our kids along the parade route, and enjoy the day with your family. The annual Summer Booklet is being worked on and will be available soon. Registration will open this month for those programs. More coming soon on these items.

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

The next meeting will be at 7:00 PM on Monday, March 25, 2024 at Hempstead Town Hall, One Washington Street, Hempstead. 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 fpvillage.org which has the links under the TVASNAC Noise Complaint Contact Information Page on our home page.

Mayor Kevin Fitzgerald

I'm pleased to announce that last week, Congressman Anthony D'Esposito was able to obtain for the Village of Floral Park a \$4.05 million dollar grant for the long-awaited drainage project in the West End. That project originally started with Mayor Tweedy more than 10-15 years ago. He was able to get the land from NY State with the help of our then State Senator Jack Martins and were able to get an easement at Belmont Park. All documents are ready for submittal and will be going out to bid shortly. Once we get the bid, we will hold a meeting with the residents in the West End to explain to them exactly what the project entails and what the anticipated timeframe is. Without Congressman D'Esposito's assistance this project would never have gotten off the ground. This is a very large and costly project that is long overdue and much needed in the West End.

Public Service Announcement: On Wednesday, April 10th at 8 PM is our Budget Hearing in Village Hall. If you attend one meeting a year, I encourage Village residents to attend this one. It's a good way not only to learn how the money is spent but how the Village operates on a day-to-day basis.

At 9:11 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 9:50 pm. At 9:55 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, Supt. of Public Works Kevin Ginnane, Supt. of Buildings Renee Marcus, Commissioner Stephen McAllister and Deputy Supt. of Public Works Joe O'Grady.

The Board discussed personnel and litigation matters.

At 11:55 pm Trustee Stewart motioned to come out of Executive Session, seconded by Trustee Longobardi and carried unanimously. No action was taken.

The meeting ended at 12:00 am.

Susan Walsh,
Village Clerk

DRAFT

April 2, 2024

INCORPORATED VILLAGE OF FLORAL PARK
SPECIAL USE PERMIT HEARING MINUTES
 Blu Taxi, 99 Tulip Ave. Floral Park, NY 11001

A Special Use Permit Public Hearing for Blu Taxi located at 99 Tulip Avenue, Floral Park, NY 11001 was held by the Board of Trustees on April 2, 2024 at 8:00 pm.

Join Zoom Meeting

<https://us02web.zoom.us/j/84296542274?pwd=ZHpQYTBjMndaZlZYMElkRHVsQmlTQT09>

Meeting ID: 842 9654 2274

Passcode: 365680

Dial +1 646 558 8656 US (New York)

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, Deputy Superintendent Joe O'Grady, Village Attorney John Ryan, Court Reporter Mary Kate Waldron, and Applicant Steven Posa.

Purpose: To provide residents of the Village with the opportunity to present written and oral comments in relation to establishing a Franchise Agreement with Blu Taxi, and its related entity for a term of three (3) years and its related entity for the solicitation of commercial business for the transportation of passengers for taxi service in Floral Park, New York.

Mayor Fitzgerald opened for public comment.

Trustee Pombonyo offered **Resolution No. 2024-60** to reserve decision and close the public hearing.

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

The hearing ended at 8:17 pm.

A copy of the transcript and a copy of the legal notice of public hearing is attached and made a part of these minutes.

Susan E. Walsh
 Village Clerk

Att.

April 10, 2024

INCORPORATED VILLAGE OF FLORAL PARK
Board of Trustees Local Law No. 1 of 2024 Hearing Minutes
Wednesday, April 10, 2024 8:00 PM
Village Hall Courtroom

A Public Hearing for the Board of Trustees regarding Proposed Local Law No. 01 of 2024 was held on the above date at 8:00 PM.

The hearing was held in person and by way of video/teleconference as follows:

<https://us02web.zoom.us/j/86463410555?pwd=WTN5Nng2U296MGFmd01OaVh4ZEEdSQT09>

Meeting ID: 864 6341 0555

Passcode: 972167

Dial: 16465588656

Present were Mayor Kevin M. Fitzgerald, Trustees Lynn Pombonyo, Frank J. Chiara, Jennifer Stewart and Michael Longobardi, Village Administrator Gerard M. Bambrick, Superintendent of Buildings Renee Marcus, Superintendent of Public Works Kevin Ginnane, Deputy Superintendent of Public Works Joseph O'Grady, Deputy Clerk Lara Verbanac, Deputy Treasurer Steven Arnone, Superintendent of Recreation Kurt Meyfohrt, Assessor and Deputy Tax Collector Michael Derby, Library Director Pat Eren, Library Board Member Linda Price, Police Lt. William Doherty, Fire Department 2nd Assistant Chief Gil Luger and Stenographer Mary Kate Waldron.

Village Clerk Susan E. Walsh, Village Attorney John Ryan and Police Commissioner Stephen G. McAllister were excused.

Mayor Fitzgerald opened the hearing with the Pledge of Allegiance.

Purpose: To consider the enactment of a local law known as Local Law No. 1 of 2024, entitled "A Local Law authorizing the Village Board to override the tax cap, if necessary, imposed by the State of New York."

Trustee Pombonyo offered **Resolution No. 2024-69** reserving decision on Local Law No. 01 of 2024 and to close the public hearing.

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

The hearing was closed at 8:06 PM.

A copy of the transcript and a copy of the legal notice of public hearing is attached and made a part of these minutes.

Susan E. Walsh
Village Clerk

Budget Hearing Minutes
Wednesday, April 10, 2024 8:00 PM
Village Hall Courtroom

A public hearing to hear the Tentative Budget for Fiscal Year 2024/2025 was held on the above date at 8:07 PM immediately after the public hearing for proposed Local Law No. 01 of 2024.

The hearing was held in person and by way of video/teleconference as follows:

<https://us02web.zoom.us/j/86463410555?pwd=WTN5Nng2U296MGFmd01OaVh4ZEEdSQT09>

Meeting ID: 864 6341 0555

Passcode: 972167

Dial: 16465588656

Present were Mayor Kevin M. Fitzgerald, Trustees Lynn Pombonyo, Frank J. Chiara, Jennifer Stewart and Michael Longobardi, Village Administrator Gerard M. Bambrick, Superintendent of Buildings Renee Marcus, Superintendent of Public Works Kevin Ginnane, Deputy Superintendent of Public Works Joseph O'Grady, Deputy Clerk Lara Verbanac, Deputy Treasurer Steven Arnone, Superintendent of Recreation Kurt Meyfohrt, Assessor and Deputy Tax Collector Michael Derby, Library Director Pat Eren, Library Board Member Linda Price, Police Lt. William Doherty, Fire Department 2nd Assistant Chief Gil Luger and Stenographer Mary Kate Waldron.

Village Clerk Susan E. Walsh, Village Attorney John Ryan and Police Commissioner Stephen G. McAllister were excused.

Purpose: To present the Tentative Budget for the Fiscal Year June 1, 2024 to May 31, 2025.

Following his opening statements Mayor Fitzgerald presented an overview of the tentative annual budget in a power point presentation highlighting the services and operations that the Village provides. The Mayor emphasized that the Board strives to balance keeping the taxes as low as possible and provide optimal services while dealing with the most significant inflationary increase that the US has experienced in quite some time. He announced that the NYS Comptroller's Office reviewed the Village's finances and grade awarded is a sign of both good budgeting and fiscal management through the year. In closing he thanked all those who worked on the budget for 2024/2025.

As part of the power point presentation, Village Administrator Bambrick presented a breakdown of taxes as they relate to the areas of services that the Village provides to its residents for 2024-2025 for the General Fund Appropriations and Revenues. He explained the New York State Tax Cap, tax levy increase, assessed valuations, the proposed tax rate and provided an example of an allocation of Village taxes for an average home assessed at \$37,693.

Trustees Pombonyo, Chiara, Stewart and Longobardi presented line-item details for their respective areas of budgetary oversight.

Mayor Fitzgerald opened the discussion to the public for questions. He asked the Board if they had any further questions or comments. There being none, the Mayor asked for a motion to reserve decision and close the hearing.

Trustee Pombonyo offered **Resolution No. 2024-70** to reserve decision on the budget and closed the public hearing.

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

Mayor Fitzgerald closed the hearing at 9:15 PM.

A copy of the transcript and legal notice of public hearing is attached and made a part of these minutes.

Susan E. Walsh
Village Clerk

DRAFT

INCORPORATED VILLAGE OF FLORAL PARK

AND

THE HILLCREST OF FLORAL PARK, LLC

HOST COMMUNITY BENEFITS AGREEMENT

DATED: April __, 2024

HOST COMMUNITY BENEFITS AGREEMENT

THIS HOST COMMUNITY BENEFITS AGREEMENT dated April __, 2024 (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 The Hillcrest of Floral Park, LLC, a limited liability company organized and existing under the laws of the State of New York, having a principal place of business at 41-61 Covert Avenue, Floral Park, New York 11001 (the “Company”);

WHEREAS, Company is the owner in fee of the approximately .4455-acre parcel of real property located at 41-61 Covert 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 270, Lots 164, 166, 170, 167D, 167E, 168A, 168B, 162, 165, 161, 160, and 163 (the “Premises”); and

WHEREAS, Company intends to undertake a project consisting of the construction, furnishing, equipping, and operation of a 2-story plus cellar over parking mixed-used building with 12 residential apartments over approximately 6 retail 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 payments to the Village in the amounts and pursuant to the events 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. The guaranteed payments shall be as follows:

1. In the event that that a scheduled PILOT payment (see below) received by the Village is reduced for any reason, Company shall be solely responsible to the Village for the payment of the difference between the then-current scheduled PILOT payment and actual PILOT payment received by the Village from the Agency.

The Village's scheduled PILOT payments to be received shall be as follows:

Year 1 of the PILOT - \$17,080.18
Year 2 of the PILOT - \$17,080.18
Year 3 of the PILOT - \$17,080.18
Year 4 of the PILOT - \$18,664.31
Year 5 of the PILOT - \$19,410.88
Year 6 of the PILOT - \$20,904.03
Year 7 of the PILOT - \$22,397.17
Year 8 of the PILOT - \$24,263.60
Year 9 of the PILOT - \$25,383.46

Year 10 of the PILOT-\$27,249.89
Year 11 of the PILOT - \$27,996.46
Year 12 of the PILOT - \$31,729.32
Year 13 of the PILOT - \$35,462.19
Year 14 of the PILOT - \$39,195.05
Year 15 of the PILOT - \$42,927.91
Year 16 of the PILOT - \$46,660.77
Year 17 of the PILOT- \$50,393.63
Year 18 of the PILOT - \$54,126.49
Year 19 of the PILOT - \$59,725.79
Year 20 of the PILOT - \$65,325.08

If the Village receives more from the PILOT payments in any year than the amount stated above for such year, such excess shall be carried forward and offset against any payments otherwise required to be made by the Company pursuant to this Section 2.0(B)(1) for future years.

2. In addition to Section 2.0(B)(1) above, guaranteed payments shall also be paid by Company to the Village commencing in Year 3 and ending in Year 11 of the PILOT in which a Payment In Lieu of Taxes shall be made to the Agency, as follows:

Company agrees that guaranteed payments shall be to the Village as follows:

Year 3 of the PILOT - \$5,000
Year 4 of the PILOT - \$5,000
Year 5 of the PILOT - \$5,000
Year 6 of the PILOT - \$2,500
Year 7 of the PILOT - \$2,500
Year 8 of the PILOT - \$2,500
Year 9 of the PILOT - \$2,500
Year 10 of the PILOT - \$2,500
Year 11 of the PILOT - \$2,500

C. Time of Payments. Company agrees to pay the 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 3-11, 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 any year of a reduced scheduled PILOT payment, the Village shall send an invoice indicating the then-current scheduled PILOT payment and the then-current PILOT payment received by the Village from the Agency, and the amount of the difference between the amount of then-current scheduled PILOT payment and the then-current PILOT payment received. Company shall be solely responsible for the payment of the difference to the Village.

The Company's obligations (received from PILOT payments and payments from the Company combined) during the entire PILOT period shall not exceed the Village's cumulative applicable taxes during the same period. The Village shall not be required to make any payments to the Company.

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 delivery or priority mail, in either case with delivery confirmation.

(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:

The Hillcrest of Floral Park, LLC
c/o Dean Hatzidakis
P.O. Box 20786
Floral Park, New York 11002

with a copy to:

John P. Gordon, Esq.
Forchelli Deegan Terrana, LLP
333 Earle Ovington Boulevard, Suite 1010
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.

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**

THE HILLCREST OF FLORAL PARK, LLC

By: Kevin Fitzgerald, Mayor

By:

DRAFT

Intermunicipal Cooperative Shared Services Agreement
Recycling Services
Incorporated Village Of New Hyde Park & Incorporated Village Of Floral Park

THIS AGREEMENT, made by and between the INCORPORATED VILLAGE OF New Hyde Park, having its principal office at 1420 Jericho Tpke New Hyde Park , New York 11001 (hereinafter referred to as "VILLAGE OF New Hyde Park") and the INCORPORATED VILLAGE OF FLORAL PARK, having its principal office at 1 Floral Boulevard, Floral Park, New York 11001, (hereinafter referred to as "FLORAL PARK VILLAGE").

WITNESSETH

WHEREAS, New Hyde Park Village and Floral Park Village are desirous of entering into an Intermunicipal Cooperative Agreement pursuant to the General Municipal Law of the State of New York; and

WHEREAS, New Hyde Park Village has requested that Floral Park Village provide space at Mayflower Yard located at 1 Mayflower Pl. in the Village of Floral Park for dumping certain recycling materials.

WHEREAS, Floral Park Village can provide such service to the Village of New Hyde Park as further provided herein;

NOW, THEREFORE, BE IT, mutually agreed and covenanted as follows:

I. OBLIGATIONS OF FLORAL PARK VILLAGE

- a. Floral Park Village shall provide space at Mayflower Yard for New Hyde Park to dump yard waste and paper. New Hyde Park will load the materials into their own dumpsters and transport materials as directed by Floral Park to their dump location at no cost to the Village of Floral Park
- b. This agreement includes the transportation and disposal of debris.
- c. This agreement covers only dumping of yard waste and paper from recycling

2. OBLIGATIONS OF New Hyde Park.

- a. New Hyde Park will cart away and transport yard waste and paper with their own roll off truck equipped with a dumpster to the Town of North Hempstead Dump in Port Washington frequency of dumping will be determined by the Superintendent of Public Works.

3. This Agreement may be terminated by either municipality upon written notice to the other by regular mail with 30 days' notice.
4. New Hyde Park Village shall protect, defend, indemnify and hold harmless Floral Park Village, its agents and employees from and against any and all liabilities, actions, penalties, damages, claims demands, judgments, losses, costs and expenses, and suits, including costs for attorney fees that arise out of the operation of this Agreement, except to those acts occasioned by the sole negligence of Floral Park Village.
5. New Hyde Park Village shall secure general liability insurance naming Floral Park Village as an additional insured, in an amount not less than one million dollars (\$1,000,000.00) covering all operations contemplated by this agreement.
6. This Agreement may be amended, modified or extended provided said amendment, modification or extension is reduced to writing and signed by both parties.

IN WITNESS WHEREOF, **New Hyde Park Village** has executed this Agreement
the ____ day of _____ and Floral Park Village has executed this Agreement the ____ day of _____

Incorporated Village of Floral Park

By _____

MAYOR

Incorporated Village of New Hyde Park

By _____

MAYOR