

AGENDA – June 21, 2016

Does the Board of Trustees wish to have the minutes of the **Regular Meeting** which was held on **June 7, 2016** be read aloud?

Moved by Trustee _____ that the reading of the minutes of the **Regular Meeting** which was held on **June 7, 2016** be dispensed with and that they be accepted as reviewed.

Seconded by Trustee _____

AGENDA – June 21, 2016

_____ Clerk wishes to report that Mayor Hall has reviewed and approved the following miscellaneous license and permit applications

Business License for approval

Botanica La Santisima Muerte
48 Main St.

General Refining & Smelting Corp.
59 Madison Ave.

General Refining & Smelting Corpt.
106-100 Taft Ave.

CVS Pharmacy #2028
216 Henry St.

Sunrise Check Cashing Services LLC
154 Main St.

GGawen LLC DBA Angel's Nail
283 Fulton Ave.

Gold Town NY Inc.
73-A Main St.

Chuck E. Cheese #527
162 Fulton Ave.

La Esperanza Deli
363 Clinton St.

41 JER LLC DBA Pizzatini
185 Henry St.

JAH Beauty Supply Inc.
400 Fulton Ave.

Dr. Lewis G. Milhim
514 Fulton Ave.

Bibi Professional African Hair Braid Salon
139-B Jackson St.

In the Kut Barbershop
105 Westbury Blvd.

Computec Transmission Inc.
445 Peninsula Blvd.

Sage Beauty Line
119 Fulton Ave.

Multiservice Express Corp.
223-A Fulton Ave.

Multiservice Express Corp.
390 Fulton Ave.

La Fonda Deli
401 Clinton St.

Icell Inc.
133 Fulton Ave.

Justina Beauty Salon
725 Fulton Ave.

WWF 888 Inc. DBA China Garden
108 Main St.

Lister Beauty Supply
108 Main St.

New Tong Kwong House Inc.
507 So. Franklin St.

Ana's Beauty Salon
407 Jerusalem Ave.

Checkers/HKHR Jar Enterprises LLC
461 Fulton Ave.

Toppa Petroleum In.
415 South Franklin St.

Amigo Laundromat
46 Fulton Ave.

All Star Dental Care
46 North Franklin St.

Tortilleria Baliada Express
142 North Franklin St.

NJC Scrapmetal Recycling Inc.
83 Whitson St.

NJC Scrapmetal Recycling Inc.
63 Sewell St.

Statefarm Insurance
80 Front St.

Harbor Freight Tools
270 Peninsula Blvd.

The Home Depot
172 Fulton Ave.

Landscaping License for approval

Legacy Landscaping
P.O. Box 461
Baldwin, NY 11510

Alberto Landscaping
12 Ballard Ave. Apt G1
Valley Stream, NY 11580

Elmer Ortiz Landscaping
44 Van Buren St.
Mastic, NY 11950

JJ Garden Service
44 North Grove St. Apt 4F
Freeport, NY 11520

Home Pride Landscaping
1112 Braxton St.
Uniondale, NY 11553

Vinnie Fischetti & Son
300 Eagle Ave.
W. Hempstead, NY 11552

Francisco Brothers Landscaping
71 Wood Ave.
Roosevelt, NY 11575

TLC Landscaping
78 Carman St.
Hempstead, NY 11550

FW Landscaping Inc.
15 Monroe Pl.
Hempstead, NY 11550

Ayala Landscaping
144 Harvard St.
Hempstead, NY 11550

A&R Landscaping & Home Improvement
3121 Roxbury Rd.
Oceanside, NY 11572

Villeda Israel Landscaping
P.O. Box 778
Valley Stream, NY 11582

JAF Landscaping
24 Smith Street
Freeport, NY 11520

J Landscaping
280 Rose St.
Freeport, NY 11520

Orlandos Landscaping
55 Front St.
Hempstead, NY 11550

CM Landscaping
59 Front St.
Hempstead, NY 11550

Taxi Driver License for approval

Jovanny A. Rivas-Torres
3 Denton Pl.
Roosevelt, NY 11575

Jose T. Guerrero
536 Dryden St. Apt 2
Westbury, NY 11590

AGENDA – June 21, 2016

Report of the Village Justice for the month of **May 2016**

Total number of cases before the court **1,894**

Total monies remitted to Village Comptroller **\$203,866.00**

(Copy of this report is on file in the Village Clerk's Office and may be viewed by the public during office hours.)

AGENDA – June 21, 2016

Does the Board wish to approve the resolution granting the taxpayer MMC 5, Inc, for the property known as **1 Van Cott Ave.**, Hempstead, New York, a refund in the amount of **\$14,373.00** for the tax years **2009/10** through **2016/17**?

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 400153/13, in case entitled “In the Matter of MMC 5, INC., Petitioner, against The Assessor and The Board of Assessment Review of the Village of Hempstead, Respondents” to resolve the issue of the true assessment, both retroactively and prospectively, for the 2009/10 through 2016/17 tax years, for real property tax purposes, for the premises described as Section 34, Block 200, Lots 445,-447, known as 1 Van Cott Avenue, Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to MMC 5, INC., owner of 1 Van Cott Avenue, a total of \$14,373.00, to resolve the issue of the true tax assessment for the 2009/10 through 2016/17 tax years, payable in one lump sum within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to MMC 5, INC., owner of 1 Van Cott Avenue, a total of \$14,373.00, to resolve the issue of the true tax assessment for the 2009/10 through 2016/17 tax years, payable in one lump sum within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of MMC 5, INC., for property known as 1 Van Cott Avenue, Hempstead, New York 11550, for the tax years 2009/10 through 2016/17, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee _____

File # 52916

SUPREME COURT: STATE OF NEW YORK
COUNTY OF NASSAU

-----X STIPULATION OF SETTLEMENT
In the Matter of :
MMC 5, INC., : Tax Yr. Index # Cal #
 : 2009/10 400153/13 2013V0379
 : 2010/11
 Petitioner, : 2011/12
 : 2012/13
 : 2013/14
 -against- : 2014/15
 : 2015/16
 : 2016/17
THE BOARD OF ASSESSORS AND/OR :
THE ASSESSOR OF THE VILLAGE OF :
HEMPSTEAD AND THE BOARD OF :
ASSESSMENT REVIEW, : Section: 34
 : Block: 200
 Respondents. : Lots: 445-447
-----X

WHEREAS, petitioner has brought proceedings to review respondents' real property tax assessment on the property owned by petitioner and shown on the Nassau County Land and Tax Map as Section 34, Block 200 Lots 445-447 for the 2009/10 through 2016/17 tax years, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. The proceedings herein shall be consolidated under Index #400153/13 and Calendar #2013V0379.

2. Any motions affecting the said proceedings now pending be and the same hereby are withdrawn.

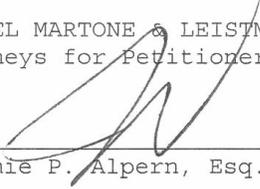
3. The within consolidated proceeding shall be settled for a lump-sum refund of Fourteen Thousand Three Hundred Seventy-Three Dollars (\$14,373). The payment shall be made to KOEPPPEL MARTONE & LEISTMAN, LLP, as attorneys for petitioner, within 120 days of service of the Order and Judgment that effectuates this settlement with verified claim form and proof of payment of taxes for all tax years. If payment is not made as provided herein, then interest shall accrue at the rate of 6% per annum.

4. The proceeding pertaining to Section 34, Block 200, Lots 445-447 for tax year 2008/09 is hereby discontinued.

5. The proceedings for the tax years 2009/10 through 2016/17 are withdrawn without costs upon payment of the refund.

Dated: Mineola, New York
May 16, 2016

KOEPPPEL MARTONE & LEISTMAN, LLP
Attorneys for Petitioner

By  _____
Jamie P. Alpern, Esq.

DEBRA A. URBANO-DISALVO, ESQ.
Attorney for Respondents
Village of Hempstead

By _____
Keisha N. Marshall, Esq.

AGENDA – June 21, 2016

Does the Board wish to approve the resolution granting the taxpayer 9 Burr Avenue LLC., for the property known as **9 Burr Ave.**, Hempstead, New York, a refund in the amount of **\$4,200.00** for the tax years **2010/11** through **2016/17**?

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 400226/14, in case entitled “In the Matter of 9 BURR AVENUE LLC, Petitioner, against The Assessor and The Board of Assessment Review of the Village of Hempstead, Respondents” to resolve the issue of the true assessment, both retroactively and prospectively, for the 2010/11 through 2016/17 tax years, for real property tax purposes, for the premises described as Section 34, Block 201, Lots 443, 444, known as 9 Burr Avenue, Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to 9 BURR AVENUE LLC, owner of 9 Burr Avenue, a total of \$4, 200.00, to resolve the issue of the true tax assessment for the 2010/11 through 2016/17 tax years, payable in one lump sum within 90 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to 9 BURR AVENUE LLC, owner of 9 Burr Avenue, a total of \$4,200.00, to resolve the issue of the true tax assessment for the 2010/11 through 2016/17 tax years, payable in one lump sum within 90 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of 9 BURR AVENUE LLC, for property known as 9 Burr Avenue, Hempstead, New York 11550, for the tax years 2010/11 through 2016/17, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee _____

File # 40878

SUPREME COURT: STATE OF NEW YORK
COUNTY OF NASSAU

-----X STIPULATION OF SETTLEMENT

In the Matter of :

	<u>Tax Yr.</u>	<u>Index #</u>	<u>Cal #</u>
9 BURR AVENUE, LLC (formerly	2010/11	400226/14	2014V0955
MONTE CARLO, LLC),	2011/12		
Petitioner,	2012/13		
	2013/14		
	2014/15		
-against-	2015/16		
	2016/17		

THE BOARD OF ASSESSORS AND/OR	:	
THE ASSESSOR OF THE VILLAGE OF	:	
HEMPSTEAD AND THE BOARD OF	:	
ASSESSMENT REVIEW,	:	Section: 34
	:	Block: 201
Respondents.	:	Lots: 443, 444

-----X

WHEREAS, petitioner has brought proceedings to review respondents' real property tax assessment on the property owned by petitioner and shown on the Nassau County Land and Tax Map as Section 34, Block 201, Lots 443, 444 for the 2010/11 through 2016/17 tax years, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. The proceedings herein shall be consolidated under Index #400226/14 and Calendar #2014V0955.

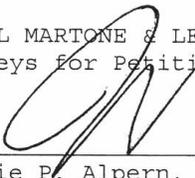
2. Any motions affecting the said proceedings now pending be and the same hereby are withdrawn.

3. The within consolidated proceeding shall be settled for a lump-sum refund of Four Thousand Two Hundred Dollars (\$4,200). The payment shall be made to KOEPPEL MARTONE & LEISTMAN, LLP, as attorneys for petitioner, within 120 days of service of the Order and Judgment that effectuates this settlement with verified claim form and proof of payment of taxes for all tax years. If payment is not made as provided herein, then interest shall accrue at the rate of 6% per annum.

4. The proceedings for the tax years 2010/11 through 2016/17 are withdrawn without costs upon payment of the refund.

Dated: Mineola, New York
May 12, 2016

KOEPPEL MARTONE & LEISTMAN, LLP
Attorneys for Petitioner

By  _____
Jamie P. Alpern, Esq.

DEBRA A. URBANO-DISALVO, ESQ.
Attorney for Respondents
Village of Hempstead

By _____
Keisha N. Marshall, Esq.

AGENDA – June 21, 2016

Does the Board wish to approve the resolution granting the taxpayer Dorchester, LLC., for the property known as **51 Bell St.**, Hempstead, New York, a refund in the amount of **\$20,00.00** for the tax years **2009/10** through **2015/16**?

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 400272/13, in case entitled “In the Matter of DORCHESTER LLC, Petitioner, against The Assessor and The Board of Assessment Review of the Village of Hempstead, Respondents” to resolve the issue of the true assessment, both retroactively and prospectively, for the 2009/10 through 2015/16 tax years, for real property tax purposes, for the premises described as Section 34, Block 296, Lots 116, known as 51 Bell Street, Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to Dorchester LLC, owner of 51 Bell Street, a total of \$20,000.00, to resolve the issue of the true tax assessment for the 2009/10 through 2015/16 tax years, payable in one lump sum within 90 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to Dorchester LLC, owner of 51 Bell Street, a total of \$20,000.00, to resolve the issue of the true tax assessment for the 2009/10 through 2015/16 tax years, payable in one lump sum within 90 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of Dorchester LLC, for property known as 51 Bell Street, Hempstead, New York 11550, for the tax years 2009/10 through 2015/16, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee _____

File # 43345

SUPREME COURT: STATE OF NEW YORK
COUNTY OF NASSAU

-----X STIPULATION OF SETTLEMENT
In the Matter of :
DORCHESTER, LLC, : Tax Yr. Index # Cal #
 : 2009/10 400272/13 2013V0872
 : 2010/11
Petitioner, : 2011/12
 : 2012/13
 : 2013/14
-against- : 2014/15
 : 2015/16
 :
THE BOARD OF ASSESSORS AND/OR :
THE ASSESSOR OF THE VILLAGE OF :
HEMPSTEAD AND THE BOARD OF :
ASSESSMENT REVIEW, : Section: 34
 : Block: 296
Respondents. : Lot: 116
-----X

WHEREAS, petitioner has brought proceedings to review respondents' real property tax assessment on the property owned by petitioner and shown on the Nassau County Land and Tax Map as Section 34, Block 296, Lot 116, for the 2009/10 through 2015/16 tax years, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

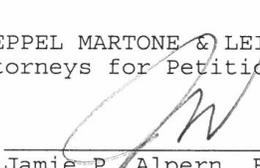
1. The proceedings herein shall be consolidated under Index #400272/13 and Calendar #2013V0872.
2. Any motions affecting the said proceedings now pending be and the same hereby are withdrawn.

3. The within consolidated proceeding shall be settled for a lump-sum refund of Twenty Thousand Dollars (\$20,000). The payment shall be made to KOEPPPEL MARTONE & LEISTMAN, LLP, as attorneys for petitioner, within 120 days of service of the Order and Judgment that effectuates this settlement with verified claim form and proof of payment of taxes for all tax years. If payment is not made as provided herein, then interest shall accrue at the rate of 6% per annum.

4. The proceedings for the tax years 2009/10 through 2015/16 are withdrawn without costs upon payment of the refund.

Dated: Mineola, New York
December 9, 2015

KOEPPPEL MARTONE & LEISTMAN, LLP
Attorneys for Petitioner

By 

Jamie P. Alpern, Esq.

DEBRA A. URBANO-DISALVO, ESQ.
Attorney for Respondents
Village of Hempstead

By _____
Keisha N. Marshall, Esq.

AGENDA – June 21, 2016

Does the Board wish to approve the resolution granting the taxpayer Ianlew Corp., for the property known as **231 Front St.**, Hempstead, New York, a refund in the amount of **\$265,000.00** in four equal installments of **\$66,250.00** for the tax years **2009/10** through **2016/17**?

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 4000052/2013, in case entitled “In the Matter of IANLEW CORPORATION, Petitioner, against The Assessor and The Board of Assessment Review of the Village of Hempstead, Respondents” to resolve the issue of the true assessment, both retroactively and prospectively, for the 2009/10 through 2016/17 tax years, for real property tax purposes, for the premises described as Section 34, Block 299, Lots 22, 23, known as 231 Front Street, Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to IANLEW CORPORATION, owner of 231 Front Street, a total of \$265,000.00, to resolve the issue of the true tax assessment for the 2009/10 through 2015/16 tax years, payable in four equal installments of \$66,250.00 within 90, 180, 270 and 360 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to IANLEW CORPORATION, owner of 231 Front Street, a total of \$265,000.00, to resolve the issue of the true tax assessment for the 2009/10 through 2015/16 tax years, payable in four equal installments within 90, 180, 270 and 360 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of IANLEW CORPORATION, for property known as 231 Front Street, Hempstead, New York 11550, for the tax years 2009/10 through 2015/16, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that the issue of the prospective tax assessment for the tax years 2016/17, 2017/18, and 2018/19 will be \$11,000.00 and that no protest

will be filed by IANLEW CORPORATION, owner of property known as 231 Front Street, Hempstead, NY, for the tax years 2016/17, 2017/18, and 2018/19; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee _____

Our File: 19799-01
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

In the Matter of the Application of
IANLEW CORPORATION,

Petitioner,

- against -

THE BOARD OF ASSESSORS AND
THE BOARD OF ASSESSMENT REVIEW OF
THE VILLAGE OF HEMPSTEAD,

Respondents.

STIPULATION OF SETTLEMENT

Calendar #: 400052/13
Cons. Index #2013V0188

Tax Years: 2009/10 – 2015/16

Section: 34
Block: 299
Lot(s): 22; 23

WHEREAS, Petitioner has brought proceedings to review Respondents' real property tax assessment on the property owned by Petitioner and shown on the Village of Hempstead and Nassau County Land and Tax map as Section 34, Block 299, Lot(s) 22; 23, for the tax years 2009/10 through 2015/16, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

WHEREAS, the parties desire to settle said proceedings in substantial accordance with the terms hereinafter set forth,

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. Any motions affecting the said proceedings now pending be and the same hereby are withdrawn.

Our File: 19577-01

2. The within consolidated proceedings shall be settled for a cash refund of TWO HUNDRED SIXTY-FIVE (\$265,000.⁰⁰) THOUSAND DOLLARS without interest for the 2009/10 through 2015/16 tax years payable in ~~one lump sum~~ ^{4 equal payments within (RM)} ninety (90) ~~days~~ ^{180, 270 + 360 days} from service of a certified Order and Judgment with Notice of Entry.

3. Any late payment shall accrue interest at five percent (5%) per annum.

IT IS FURTHER STIPULATED AND AGREED that the proceedings for the 2009/10 through 2015/16 tax years shall be and the same hereby are discontinued.

4. It is intended that the reduction shall generate a gross refund through the 2015/16 tax year of TWO HUNDRED SIXTY-FIVE THOUSAND (\$265,000.⁰⁰) DOLLARS.

5. In further consideration of said settlement, the Incorporated Village of Hempstead agrees to reduce the final assessed valuation of the subject property for the Village Tax Years 2016/17 through 2018/19 to \$11,000 and to amend the property tax bill for said years to reflect said reduction in assessment and to issue a refund for overpayment of the original tax bill, if any. If the property is assessed at \$11,000 for the 2016/17 through 2018/19 tax years, the petitioner agrees not to file a petition for assessment review for the said year, and in the event the petition is filed the petitioner agrees to withdraw the petition and discontinue the action.

The provisions of this paragraph are separate, distinct and independent of the provisions of Real Property Tax Law Section 727. The parties hereto do not waive their rights, if any, pursuant to Real Property Tax Law Section 727.

6. Further, the petitioner, by his attorneys, warrants and represents that to his knowledge no other person, partnership, corporation or other legal entity has an interest in these proceedings and further warrants and represents that the property in question is not the subject of bankruptcy proceedings in any Court. In the event that the petitioner and/or his attorneys becomes aware of such interest and/or bankruptcy proceedings at any time prior to the payment of the refund herein, the petitioner either directly or through his attorney shall so advise the respondents and the Court in writing, and shall furnish the respondents and the Court with written proof that said Bankruptcy Court consents to the terms of this Stipulation of Settlement and to the distribution of the refund payable to the petitioner and/or his attorney. In addition, at the time an application is made for tax refund, the petitioner shall submit to the Village of Hempstead Treasurer an affidavit stating that the property in question is not the subject of bankruptcy proceedings in any Court, and further that in the event that it is finally adjudged by a Court of competent jurisdiction that another party has an interest in these proceedings, and that part or all of the tax refund to be paid herein should have been paid to such party, the petitioner shall make such payment to such party and shall hold the Incorporated Village of Hempstead free and harmless from any and all liability arising therefrom, and for any duplicate payment of a tax refund.

7. If any petition applicable to a tax year affected by this stipulation was part of a master petition, then the petition shall be severed from the master petition.

8. All proceedings are withdrawn without costs.

Dated: Garden City, New York
April 6, 2016



Keisha N. Marshall, Esq.,
Deputy Village Attorney
Village of Hempstead

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.
Attorneys for Petitioner

by _____
Jack Rubinstein, Esq.

AGENDA – June 21, 2016

Does the Board wish to approve the resolution granting the taxpayer George Milhim., for the property known as **240 Clinton St.**, Hempstead, New York, a refund in the amount of **\$10,900.00** for the tax years **2009/10** through **2011/12**?

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 400379/2013, in case entitled “In the Matter of GEORGE MILHIM, Petitioner, against The Assessor and The Board of Assessment Review of the Village of Hempstead, Respondents” to resolve the issue of the true assessment, both retroactively and prospectively, for the 2009/10 through 2011/12 tax years, for real property tax purposes, for the premises described as Section 34, Block 245, Lot 553, known as 240 Clinton Street, Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to George Milhim, owner of 240 Clinton Street, a total of \$10,900.00 to resolve the issue of the true tax assessment for the 2009/10 through 2011/12 tax years, payable in one lump sum within 90 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to George Milhim, owner of 240 Clinton Street, a total of \$10,900.00, to resolve the issue of the true tax assessment for the 2009/10 through 2011/12 tax years, payable in one lump sum within 90 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of George Milhim, for property known as 240 Clinton Street, Hempstead, New York 11550, for the tax years 2009/10 through 2011/12, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee _____

Our File: 9796-03
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

STIPULATION OF SETTLEMENT

In the Matter of the Application of

GEORGE MILHIM,

Petitioner,

- against -

THE BOARD OF ASSESSORS AND
THE BOARD OF ASSESSMENT REVIEW OF
THE VILLAGE OF HEMPSTEAD,

Respondents.

Calendar #: 2013V0777
Cons. Index #400379/13

Tax Years: 2009/10-2011/12

Section: 34
Block: 245
Lot(s): 553

WHEREAS, Petitioner has brought proceedings to review Respondents' real property tax assessment on the property owned by Petitioner and shown on the Village of Hempstead and Nassau County Land and Tax map as Section 34, Block 245, Lot(s) 553, for the tax years 2009/10 through 2011/12. and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

WHEREAS, the parties desire to settle said proceedings in substantial accordance with the terms hereinafter set forth,

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. Any motions affecting the said proceedings now pending be and the same hereby are withdrawn.

2. The within consolidated proceedings shall be settled for a cash refund of TEN THOUSAND NINE HUNDRED(\$10,900) DOLLARS without interest for the 2009/10 through 2011/12 tax years payable in one lump sum ninety (90) days from service of a certified Order and Judgment with Notice of Entry.

3. Any late payment shall accrue interest at five percent (5%) per annum.

IT IS FURTHER STIPULATED AND AGREED that the proceedings for the 2009/10 through 2011/12 tax years shall be and the same hereby are discontinued.

4. It is intended that the reduction shall generate a gross refund through the 2011/12 tax year of TEN THOUSAND NINE HUNDRED (\$10,900⁰⁰) DOLLARS.

5. Further, the petitioner, by his attorneys, warrants and represents that to his knowledge no other person, partnership, corporation or other legal entity has an interest in these proceedings and further warrants and represents that the property in question is not the subject of bankruptcy proceedings in any Court. In the event that the petitioner and/or his attorneys becomes aware of such interest and/or bankruptcy proceedings at any time prior to the payment of the refund herein, the petitioner either directly or through his attorney shall so advise the respondents and the Court in writing, and shall furnish the respondents and the Court with written proof that said Bankruptcy Court consents to the terms of this Stipulation of Settlement and to the distribution of the refund payable to the petitioner and/or his attorney. In addition, at the time an application is made for tax refund, the petitioner shall submit to the Village of Hempstead Treasurer an affidavit stating that the property in question is not the subject

of bankruptcy proceedings in any Court, and further that in the event that it is finally adjudged by a Court of competent jurisdiction that another party has an interest in these proceedings, and that part or all of the tax refund to be paid herein should have been paid to such party, the petitioner shall make such payment to such party and shall hold the Incorporated Village of Hempstead free and harmless from any and all liability arising therefrom, and for any duplicate payment of a tax refund.

6. If any petition applicable to a tax year affected by this stipulation was part of a master petition, then the petition shall be severed from the master petition.

7. All proceedings are withdrawn without costs.

Dated: Garden City, New York
May 24, 2016

Keisha N. Marshall, Esq.,
Deputy Village Attorney
Village of Hempstead

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.
Attorneys for Petitioner

by _____
Jack Rubinstein, Esq.

AGENDA – June 21, 2016

Does the Board wish to approve the resolution granting the taxpayer Nicholas Sabbatini , for the property known as **84 No. Franklin St.**, Hempstead, New York, a refund in the amount of **\$2,600.00** for the tax years **2009/10** through **2016/17**?

WHEREAS, litigation was instituted against the Incorporated Village of Hempstead in the Supreme Court, County of Nassau, State of New York, under Consolidated Index No. 400352/13, in the case entitled “In the Matter of Nicholas Sabbatini, Petitioners, against The Board of Assessors and/or The Assessor of the Village of Hempstead and The Board of Assessment Review,” to resolve the issue of the true tax assessment, retroactively and prospectively, for the 2009/10 through 2016/17 tax years, for real property tax purposes, for the premises described as Section 34, Block 338, Lots 30, known as 84 No. Franklin Street, Hempstead, New York 11550; and

WHEREAS, by proposed Stipulation of Settlement, subject to the approval of this Board, the Village has agreed to refund to Nicholas Sabbatini, owner of 84 No. Franklin Street, a total of \$2,600.00, to resolve the issue of the true tax assessment for the 2009/10 through 2016/17 tax years, payable within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, to refund to Nicholas Sabbatini, owner of 84 No. Franklin Street, a total of \$2,600.00, to resolve the issue of the true tax assessment for the 2009/10 through 2016/17 tax years, payable within 120 days after receipt by the Village of a certified copy of the duly signed and entered Order and Judgment; and

BE IT FURTHER RESOLVED, that refund interest is waived unless payment of the refund is delinquent; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of 84 No. Franklin Street, Hempstead, New York 11550, for the tax years 2009/10 through 2016/17, shall be discontinued with prejudice and that no costs or disbursements shall be awarded to either party; and

BE IT FURTHER RESOLVED, that the Office of the Village Attorney is authorized to execute a Stipulation of Settlement and any related documents consistent with this Resolution.

Moved by Trustee _____

Seconded by Trustee _____

File # 52583

SUPREME COURT: STATE OF NEW YORK
COUNTY OF NASSAU

-----X STIPULATION OF SETTLEMENT

In the Matter of :

	<u>Tax Yr.</u>	<u>Index #</u>	<u>Cal #</u>
NICHOLAS SABBATINI,			
	2009/10	400352/13	2013V0828
	2010/11		
Petitioner,	2011/12		
	2012/13		
	2013/14		
-against-	2014/15		
	2015/16		
	2016/17		
THE BOARD OF ASSESSORS AND/OR			
THE ASSESSOR OF THE VILLAGE OF			
HEMPSTEAD AND THE BOARD OF			
ASSESSMENT REVIEW,	Section:	34	
	Block:	338	
Respondents.	Lot:	30	

-----X

WHEREAS, petitioner has brought proceedings to review respondents' real property tax assessment on the property owned by petitioner and shown on the Nassau County Land and Tax Map as Section 34, Block 338, Lot 30 for the 2009/10 through 2016/17 tax years, and

WHEREAS, the attorneys for the parties have had several settlement conferences, and

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the attorneys for the parties as follows:

1. The proceedings herein shall be consolidated under Index #400352/13 and Calendar #2013V0828.

2. Any motions affecting the said proceedings now pending be and the same hereby are withdrawn.

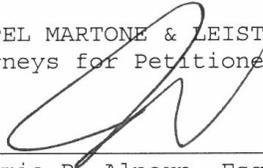
3. The within consolidated proceeding shall be settled for a lump-sum refund of Two Thousand Six Hundred Dollars (\$2,600). The payment shall be made to KOEPPPEL MARTONE & LEISTMAN, LLP, as attorneys for petitioner, within 120 days of service of the Order and Judgment that effectuates this settlement with verified claim form and proof of payment of taxes for all tax years. If payment is not made as provided herein, then interest shall accrue at the rate of 6% per annum.

4. The proceedings pertaining to Section 34, Block 338, Lot 30, for tax year 2008/09 is hereby discontinued

5. The proceedings for the tax years 2009/10 through 2016/17 are withdrawn without costs upon payment of the refund.

Dated: Mineola, New York
May 13, 2016

KOEPPPEL MARTONE & LEISTMAN, LLP
Attorneys for Petitioner

By 
Jamie P. Alpern, Esq.

DEBRA A. URBANO-DISALVO, ESQ.
Attorney for Respondents
Village of Hempstead

By _____
Keisha N. Marshall, Esq.

AGENDA – June 21, 2016

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE STATE AND MUNICIPAL FACILITIES PROGRAM (“SAM”) GRANT, FOR CONSTRUCTION OF AN ATHLETIC FIELD AT KENNEDY MEMORIAL PARK. THE GRANT AWARD IS IN THE AMOUNT OF \$840,000.00. FURTHERMORE, IT IS ANTICIPATED THE PROJECT WILL REQUIRE SUPPLEMENTAL FUNDING UP TO \$260,000.00, WHICH IS ANTICIPATED TO BE SECURED THROUGH FUNDING APPROPRIATION. THE GRANT, PROJECT #7539 WILL BE ADMINISTERED BY DASNY.

Moved _____ that the acceptance of the SAM Grant, Project #7539 and supplemental funding required for the installation of the athletic field at Kennedy Memorial Park be approved and accepted.

Seconded by Trustee _____

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption

Moved by Trustee _____ that authorization is hereby granted to assign 2015 tax lien of Section 34, Block 377, Lot 383, vacant lot- Elm Ave. Hempstead, New York in the amount of \$245.02 to Benjamin Gordon, 91 Melvin Ave. West Hempstead, NY 11552.

Seconded by Trustee _____

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption

Moved by Trustee _____ that upon the recommendation of Stacey Hargraves, Assessor, to correct the exempt status and waive the taxes for the 2016/2017 year for Section 34, Block 284, Lot 26, property known as 16 Chelsea Place, **Greek Orthodox Cathedral of St. Paul**. This property is a nonprofit organization, therefore exempt from paying taxes.

Seconded by Trustee _____

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption

Moved by Trustee _____ that authorization is hereby granted for the Incorporated Village of Hempstead to enter into an agreement with Milliman, Inc. One Pennsylvania Plaza, 38th Floor, New York, 10119 to provide actuarial consulting services to the Incorporated Village of Hempstead for a fee not to exceed \$14,000.00. for the fiscal year ending **May 31, 2016.**

Seconded by Trustee _____

Background and Scope

The Incorporated Village of Hempstead (“the Village”) currently self-insures its exposure to workers compensation, general liability, and auto liability claim liabilities. It is our understanding that the Village seeks an independent actuarial analysis of these self-insured claim liabilities. We propose to provide the following:

1. An estimate of the unpaid loss and allocated loss adjustment expense as of May 31, 2016, on both an undiscounted and discounted basis with respect to the time value of money.
2. A written report that describes our findings, our underlying methodology and assumptions, and documents our approach and work product.

Work Plan

For workers compensation, we plan to independently analyze the loss, separately for indemnity and medical, and allocated loss adjustment expense liabilities. An independent analysis will entail obtaining the actuarial data and developing our own reserve estimates using our internal reserving models and methodologies. The process will be similar for analyzing the Village’s general liability and auto liability claim liabilities.

In our work, we will examine issues such as relative changes in the adequacy of case reserves or in the litigation and settlement of claims. We also consider industry cycles and trends. If necessary, we will adjust the historical loss development experience to reflect these changes. We will also rely on industry benchmarks from established sources as well as our knowledge and expertise of New York’s workers compensation system.

For each program, we will use standard loss development methods supplemented by the Bornhuetter-Ferguson (B-F) technique or other exposure-based techniques. The B-F method will take into account any program changes that the Village has implemented in recent years. While we plan to rely on the Village's historical experience to the extent credible, we will supplement the Village's data with statewide industry information as needed.

Timing

We expect to provide draft indications to the Village within 3 weeks from when we receive all of the data for our review. After addressing any issues to the Village's satisfaction, we will be prepared to finalize our report quickly.

Data

We will work with the Village's third party claims administrator, Vision Risk Services, LLC, to obtain the claim and exposure information for our review. Based on our prior experience, we expect to receive the following data:

Workers Compensation

- Historical payroll by classification code for historical fund years
- Historical evaluations of paid and incurred losses (separately for indemnity and medical) and allocated loss adjustment expense by fund year
- Historical evaluations of the number of open and closed claims by fund year
- Individual claim listing as of May 31, 2016
- Description of current excess insurance program

General Liability and Auto Liability

- Historical evaluations of paid and incurred losses and allocated loss adjustment expense by fund year
- Historical evaluations of the number of open and closed claims by fund year
- Individual claim listing as of May 31, 2016
- Description of current excess insurance program

Cost of Services

Our professional fees are based on actual hours expended times hourly billing rates that vary by professional based on experience and credentials. Our 2016 billing rates for professionals involved in this project will range from \$150/hour to \$520/hour.

Based on our experience with similar assignments, we estimate the professional fees for this assignment will be between \$13,000 and \$15,000. We recognize, however, that work for the Village is funded by public dollars. As a result, we will reflect a not-to-exceed cost of \$14,000.

We will bill separately for expenses such as travel, postage, and other out-of-pocket expenses. We do not anticipate there will be any significant travel costs for this assignment.

We bill for our services on a monthly basis and expect to receive payment for these services within 30 days of the date of our invoice.

Milliman Project Team

Derek Jones, FCAS and Principal, will be responsible for the successful completion of this project. Stefanie Morales will manage the day-to-day operation

of the project and be responsible for the technical details of the review. Derek and Stefanie have extensive experience with reserving issues related to workers compensation, general liability, and auto liability for self-insureds and insurance carriers, and Derek has been the primary consultant for our prior assignments for the Village. Jason Kurtz, FCAS, will be responsible for the internal peer review of all work. Derek will be assisted by other Milliman actuaries and staff as necessary.

Limitations

Data Reliance. In the course of our analysis, we will rely on data and other information provided by the Village and its third party claims administrator, Vision Risk Services, LLC. We do not intend to audit, verify, or review the data and other information for reasonableness and consistency. Such a review is beyond the scope of the assignment.

Uncertainty Surrounding Actuarial Estimates. Our analysis will be done using generally accepted actuarial methods. Due to the uncertain nature of insurance events, however, it is likely that actual results will vary, perhaps materially, from our projections.

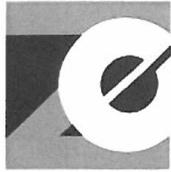
Use of Milliman Name. Company agrees that it shall not use Milliman's name, trademarks or service marks, or refer to Milliman directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption

Moved by Trustee _____ that authorization is hereby granted for the Incorporated Village of Hempstead to enter into an agreement with the firm of **Zimmerman/Edelson**, Inc. 5 Bond Street, Great Neck, NY 11021 for public relations and related support services from **June 1, 2016** through **May 31, 2017**, stipulated in the attached agreement. Be it resolved that the Mayor be and hereby is authorized to execute said agreement on behalf of the Village of Hempstead on such terms and conditions as are acceptable to the Village Attorney.

Seconded by Trustee _____



Zimmerman/Edelson Inc.
Public Relations • Advertising • Marketing

AGREEMENT

PUBLIC RELATIONS

SERVICES

FOR

VILLAGE OF HEMPSTEAD

June 1, 2016 - May 31, 2017

EXHIBIT "A"

1. ZIMMERMAN'S RESPONSIBILITIES:

ZIMMERMAN shall perform such professional services to design and implement a comprehensive public relations and outreach program for HEMPSTEAD. ZIMMERMAN shall meet with HEMPSTEAD's representatives, as determined necessary between the Mayor of Hempstead and ZIMMERMAN, to develop and carry out HEMPSTEAD's plan.

2. TERM:

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

3. PAYMENT AND COMPENSATION:

a) In consideration of ZIMMERMAN faithfully complying with all of the covenants set forth in this Agreement, HEMPSTEAD shall compensate ZIMMERMAN for public relations services a total sum of \$78,000, to be paid in monthly installments of \$6,500.00

Monthly payments will be due no later than the 20th of each month.

For any paid media services (ie.; print advertisements or radio or TV commercials), ZIMMERMAN will be compensated a sum equal to 15% of net, or 17.65% of gross, of the direct costs of such services. Supplier invoices will be provided to HEMPSTEAD with ZIMMERMAN invoices for such services.

This services agreement does not cover the production of print materials, including newsletters, brochures, print ads, etc. If production work is performed by ZIMMERMAN for HEMPSTEAD, this work will be invoiced separately. The standard pricing structure for these materials is as follows:

2-page newsletter: \$ 1,200

4-page newsletter: \$ 2,400

One-side Postcard: \$ 200

Translation fees: \$ direct costs of translation service

Other projects will be quoted and approval granted prior to commencement of work

b) No partial payments shall be made to ZIMMERMAN in excess or in advance of the payment schedule in subparagraph (a) above.

Exhibit A

Page 2

c) ZIMMERMAN hereby agrees to indemnify and hold HEMPSTEAD harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action and all damages, costs (including, without limitation, reasonable legal fees) arising from any claim pertaining to libel, slander, defamation, copyright infringement, invasion of privacy, piracy, and/or plagiarism in connection with any materials created or supplied to HEMPSTEAD by ZIMMERMAN.

4. CONFLICTS OF INTEREST:

ZIMMERMAN agrees that it will not during the term of this Agreement engage in any activity which is contrary to and in conflict with the goals and purposes of HEMPSTEAD. Without the approval of HEMPSTEAD, ZIMMERMAN may not simultaneously represent other clients in matters or proceedings deemed by HEMPSTEAD to be adverse to HEMPSTEAD. ZIMMERMAN is charged with the duty to disclose to HEMPSTEAD the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as ZIMMERMAN is retained on behalf of HEMPSTEAD. The determination as to when a conflict exists shall ultimately be made by HEMPSTEAD. The determination as to when a conflict exists shall ultimately be made by HEMPSTEAD after full disclosure is obtained.

5. CONFIDENTIALITY OF RECORDS:

Any records, reports or other documents of HEMPSTEAD used by ZIMMERMAN pursuant to this Agreement or any documents created as part of this Agreement shall remain the property of HEMPSTEAD and shall be kept confidential. ZIMMERMAN represents and warrants that it has not offered or given any gratuity to any official, employee or agent of HEMPSTEAD, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. ASSIGNABILITY:

ZIMMERMAN shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its rights, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to ZIMMERMAN under the terms of this Agreement, to any other person or corporation, without the prior written consent of HEMPSTEAD, and any attempt to do any of the foregoing without such consent shall be of no effect.

7. TERMINATION:

This Agreement is from June 1, 2016 through May 31, 2017 unless either Party to this Agreement indicates to the other Party, in writing and delivered by certified mail or express/overnight courier to the other Party's address as specified above, the intention to terminate this Agreement at some time prior to the end of this Agreement.

Such intention to terminate this Agreement must be delivered a minimum of ten (10) days prior to the intended termination date. In the event either Party terminates this Agreement, both Parties will be required to fulfill the requirements of this Agreement for the full ten (10) days or more prior to the termination date.

ZIMMERMAN's rights and duties hereunder shall continue in full force during the termination notice period, including the ordering of advertising media which is normally ordered or whose closing date occurs during the termination notice period.

8. IF ANY PART INVALID, REMAINDER OF AGREEMENT VALID:

It is expressly agreed that if any terms or provisions of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms of provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. THIS INSTRUMENT REPRESENTS ENTIRE AGREEMENT:

It is expressly agreed that this instrument represents the entire Agreement of the parties and that all previous understandings are merged in this Agreement.

10. MODIFICATIONS:

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that authorization be granted for Calvary Tabernacle, 78 North Franklin St, Hempstead, NY to hold a Church Fair on July 3, 2016 on Municipal Parking Field # 5 from 1 p.m. – 5p.m. Said permission is contingent upon: compliance with the rules and regulations of the Hempstead Police Department and all liability in connection with the holding of this event and observance of the Code of the Village of Hempstead as it applies to group gatherings of this type; the filling of all appropriate insurance as determined by the Board herein; and indemnification and the execution of a hold harmless agreement on such terms and conditions as may be acceptable to the Village Attorney.

Seconded by Trustee _____

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that authorization be granted for Planned Parenthood of Nassau County, 540 Fulton Ave. Hempstead, NY to provide HIV Street Outreach from **June 1, 2016** through **June 1, 2017**. Monday through Friday, between the hours of 10:00 A.M. to 3:00 p.m. at various locations in the Village of Hempstead. Said permission is contingent upon: compliance with the rules and regulations of the Hempstead Police Department and all liability in connection with the holding of this event and observance of the Code of the Village of Hempstead as it applies to group gatherings of this type; the filling of all appropriate insurance as determined by the Board herein; and indemnification and the execution of a hold harmless agreement on such terms and conditions as may be acceptable to the Village Attorney.

Seconded by Trustee _____

AGENDA – June 21, 2016

RESOLUTION TO CONSIDER THE BOARD TO SCHEDULE A PUBLIC HEARING TO AMEND THE CODE OF THE INCORPORATED VILLAGE OF HEMPSTEAD CHAPTER 103 (PUBLIC ASSEMBLIES; CABARETS).

WHEREAS, The Village Board of Trustees desires to amend the Code of the Incorporated Village of Hempstead so as to establish new hours of operation in relation to cabaret license section of the code and

WHEREAS, pursuant to § 617.5 (c) 20 and 27 of SEQRA, regulations amending the Code of the Incorporated Village of Hempstead are “routine or continuing agency administration and management, not including new programs or major reordering of priorities” and “promulgation of the regulations, policies, procedures and legislative decisions in connection with any type II action,” and therefore, this proposed action, a Type II action, requires no further action pursuant to SEQRA.

NOW, THEREFORE THE Village Board of Trustees

HEREBY SCHEDULES a public hearing to be held on the **5th** day of July at **5:45 p.m.** at the Hempstead Village Hall, 99 Nichols Court, Hempstead, New York.

Moved by Trustee _____

Seconded by Trustee _____

SECTION 103-1.2

* * *

E. (i) Hours of operation for the use of the premises as a cabaret, pursuant to a cabaret license as of August 1, 2016 unless otherwise specified will be as follows:

Monday through Thursday: 10:00 a.m. until midnight;

Friday and Saturday: 10:00 a.m. until 2:00 a.m. and

Sunday: Noon until midnight

In no event shall be a license be issued with hours that permits cabaret use before 10:00 am or after midnight Sunday through Thursday or after 2:00 a.m. on Friday and Saturday.

(ii) Any activities that occur in the premises that fall within the definition of a cabaret as set forth in section 103-1 herein will be deemed a violation of this section, if conducted in violation of the time periods set forth herein, or set forth on the cabaret license.

ADDITIONS ARE INDICATED BY UNDERLINE.
*** INDICATES NO CHANGE IN PRESENT TEXT
DELETIONS ARE INDICATED BY [BRACKETS].

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that permission is hereby granted for Village employee, Humberta Sorto to use Family Leave Act entitlement

Seconded by Trustee _____

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ authorizing the appointment of seasonal employees of the Incorporated Village of Hempstead as reviewed:

Parks & Recreation

Phoebe Akaba-Koubel
99 Nichols Ct.
Hempstead, NY

Iamni Dennie
99 Nichols Ct.
Hempstead, NY

Shamoy Duncan
99 Nichols Ct.
Hempstead, NY

Arianna Holness
99 Nichols Ct.
Hempstead, NY

Ira Livingston
99 Nichols Ct.
Hempstead, NY

Adrian Petty
99 Nichols Ct.
Hempstead, NY, NY

Rhiana Reid
99 Nichols Ct.
Hempstead, NY

Brittni Smith
99 Nichols Ct.
Hempstead, NY

Jayden Thomas
99 Nichols Ct.
Hempstead, NY

Buildings

Moesha Stewart
99 Nichols Ct.
Hempstead, NY

Lifeguards

Marissa Maynard
99 Nichols Ct.
Hempstead, NY

Peter Avila
99 Nichols Ct.
Hempstead, NY

Stephen Gilliam
99 Nichols Ct.
Hempstead, NY

Aaron Buissereth
99 Nichols Ct.
Hempstead, NY

Public Works

Cailyn Hobbs
99 Nichols Ct.
Hempstead, NY

Anderson Lopez
99 Nichols Ct.
Hempstead, NY

Cristal Orellana
99 Nichols Ct.
Hempstead, NY

Hempstead Housing Authority

Ramel Ferguson
99 Nichols Ct.
Hempstead, NY

Kiassia Finnie
99 Nichols Ct.
Hempstead, NY

Legal Dept.

Niricia Carmona
99 Nichols Ct.
Hempstead, NY

AGENDA – June 21, 2016

_____ Clerks offers the following resolution for adoption:

Moved by Trustee _____ authorizing the appointment of and/or salary changes for certain full-time and part-time employees of the Incorporated Village of Hempstead as reviewed as follows:

Name	Department/Title/Grade	Salary
Mercedes Romano 99 Nichols Court Hempstead, NY	Tax & Water Typist-Clerk Grade 3/0 New	\$43,052 upon CS approval
Myiah Gerald 99 Nichols Court Hempstead, NY	Hempstead Police Police Communications Operator Grade 12/0 N	\$54,321 upon CS approval
Anthony Abbondandolo 99 Nichols Ct. Hempstead, NY	Sewer Pumping Sewage Pump Operator Grade 113/0 New	\$53,705 as of June 6, 2016

Seconded by Trustee _____,

ADDENDUM 1

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that pursuant to the recommendation of Richard Abbate, Purchasing Agent and Frank Germinaro, Director of Public Works, that Bid # 4 HEMV 2016/2017 2016 Road resurfacing & requirements work along various roadways in the Inc. Village of Hempstead. which bid opened June 9, 2016, be awarded to the sole bidder: Roadwork Ahead Inc., 2186 Kirby Lane, Syosset, New York 11791 in the amount of \$2,458,742.00.

Seconded by Trustee _____

ADDENDUM 2

AGENDA – June 21, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that permission is hereby granted for **The Hempstead Chamber of Commerce 1776 Denton Green Park, Hempstead, New York 11550** to host **Friday Night Concerts commencing Friday, July 8, 2016 through Friday, August 26, 2016 from 6:30 p.m. to 8:30 p.m.** this event will be free of charge. Said permission is contingent upon compliance with the rules and regulations of the Hempstead Police Department and all liability in connection with the holding of this event and observance of the Code of the Village of Hempstead. Also, contingent upon the filing of all appropriate insurance, indemnification and the execution of a hold harmless agreement on such terms and conditions as may be acceptable to the Village Attorney.

Seconded by Trustee _____

AGENDA – June 21, 2016

_____ Clerks offers the following resolution for adoption:

Moved by Trustee _____ that all meeting bills, including self-insurance funds, audited by the Board of Trustees on check warrant dated **June 21, 2016** be approved as previously reviewed.

Seconded by Trustee _____