



BOARD OF TRUSTEES'
SPECIAL MEETING
CANVASSING THE VOTE FOR THE
VILLAGE ELECTION HELD ON
TUESDAY, MARCH 21, 2023

Hempstead, New York

March 22, 2023

6:30 p.m. Special Meeting of the Village Board of Trustees acting as the Board of Canvassers for the 2023 Village Election:

ROLL CALL Trustees: Daniels, Burroughs, Griffith, Boone; Mayor Hobbs

CERTIFICATE OF CANVASS OF VILLAGE ELECTION

WHEREAS, on the **21th** day of **March 2023**, there was held in the Incorporated Village of Hempstead, New York, a Village Election, and thereafter there was filed with the Village Clerk the certificates of the **Inspectors of Election** of each election district within the Village, setting forth the holding of the said election, the total number of votes cast for each office, and

WHEREAS, we, the members of the **Board of Trustees** of said **Village**, or a majority of such Board, met at the usual place of meeting of said Board at the Village Offices at 99 James Garner Way, Hempstead, New York, at **6:30** in the afternoon the **22th** day of **March 2023**, and thereupon the **Village Clerk** produced at such meeting the returns of the **Inspectors of Election**.

NOW, THEREFORE, we the members of the Board of Trustees of said Village, or a majority of such members, do hereby solemnly swear that at such meeting held as previously mentioned, we canvassed the returns of the **Inspectors of Election** and the results were as follows:

that at such election the total number of votes cast for the **Office of** Trustee for a four-year term of office was

that 731 votes were cast for **Daniels** for such office;

that 695 votes were cast for **Burroughs** for such office;

that 340 votes were cast for **Johnson** for such office;

that 342 votes were cast for **Williams** for such office;

That 78 write-in votes were cast for such office;

Bradley Hinton 34 write-in votes

Terry Winston 39 write-in votes

Jeff Spencer 2 write-in votes

Ricky Cooke 1 write-in votes

No name (blank) 2 write-in votes

Moved by _____

Seconded by _____



BOARD OF TRUSTEES'

REGULAR MEETING

WEDNESDAY, MARCH 22, 2023

6:30 P.M.

____ Clerk wishes to report that Mayor Hobbs & Deputy Mayor Daniels have approved miscellaneous Business licenses as reviewed

GENERAL BUSINESS:

Famy Deli Restaurant Inc. (New)
Frank Anthony Saballos
157 Henry Street

Hempstead Chemist Inc.- Pharmacy & Variety Store (New)
Michael Kandchorov
86 North Franklin Street

All American Home Group (New)
David Roberts
740 Front Street

LANDSCAPING:

Frank Landscaping
Francisco Estupinian
100 Westbury Blvd Hempstead 11550

Reyes Landscaping
Oscar A. Reyes
83 Meade Street Hempstead 11550

Mejia Landscaping
Kelvin Roby Mejia
11 Bayview Ave C Inwood 11096

Roger Cruz Landscaping
Roger Cruz
67 Perry Street Hempstead 11550

Rodi Morales Landscaping
Rodi Morales
59 Front Street Hempstead 11550

JJ Lawn Care & Maintenance
Jose De Jesus
63 Southside Ave Freeport 11520

Pineda Valle Landscaping
Elmer A. Pineda
18 Andrews Ave Roosevelt 11575

Marvin's Landscaping Service
Marvin Mejia
38 Union Street Freeport 11520

Mata Landscaping Corporation
Pastor Mata
128 North Grove Street Freeport 11520

Albanese Landscaping Corp.
Carlos A. Albanes
66 Burnett Street Hempstead 11550

LC Lawncare
Luciano C. Gonzalez
10 Washington Street 1P Hempstead 11550

Way of Life
Roberto Orellana
46 E Raymond Ave Roosevelt 11575

C. Escobar Landscaping
Camilo Escobar
148 Patterson Ave Hempstead 11550

Edochoa Gardens & Landscaping
Eduviges A. Ochoa
174 Wellington Street Hempstead 11550

Quintanilla Landscaping Inc.
Jose D. Quintanilla
42 Attorney Street Apt.B7 Hempstead 11550

Villegas Landscaper
Jose Villegas
36 Koeppel Place Hempstead 11550

O. Majano Lawn Service
Oscar Majano
25 Washburn Ave Freeport 11520

Lopez Landscape Inc.
Benancio Lopez
115 Hewlett Street Hempstead 11550

Villanueva Landscaping
Saul E. Villanueva

10 Cedar Street Hempstead 11550

HAO

Herbeth A. Osegueda

16-42 Jasmine Ave New Hyde Park 11040

General Landscaping Service

Gregory D. Steiner

20 Long Dr Hempstead 11550

Elvis Lopez Landscape Gardner

Elvis Lopez Morales

481 South Franklin St 2F Hempstead 11550

Top Landscaping

Mauricio Top

766 Meacham Ave Elmont 11003

M. Aguilar Landscaping

Moris A. Guerra

499 Hawthorne Ave Uniondale 11550

Brother Landscaping Design Inc.

Juan B. Rodriguez

302 Newport Rd. Uniondale 11553

Zenie Landscaping Inc.

Joseph Zenie

189 Charles Street Lynbrook 11563

Rivas Landscaping Services Corp.

Hugo A. Rivas Morales

19 Sammis Pl Hempstead 11550

LFG Landscape

Luis Guevara

67 Alabama Ave Hempstead 11550

J. Calabro Landscaping

Jeffrey Calabro

1100 Steele Blvd Baldwin 11510

Jose H. Argueta Landscaping

Jose H. Argueta

11 Harrison Ave Hempstead 11550

Manuel P. Landscaping
Manuel Perez
39 Centennial Ave Roosevelt 11575

Taxi Hack License for Approval

Serge Riboul
78 Glenmore Ave.
Hempstead NY 11550

Edwin Geovany Guerra Magana
20 Tanager Ln
Levittown, NY 11756

____**RESOLVED**, that upon the recommendation of **Larry, Lutz, Purchasing Agent** and **Bijan Farahani, Engineer**, that **Bid # 8 HEMV 2021/2022 1st Extension: 2021 Road Resurfacing & Requirements in the Inc. Village of Hempstead**, be awarded to the lowest bidder: **Suffolk Paving Corp., 30 N. Dunton Ave., Medford, NY, 11763** in the amount of \$995,500.00.

Moved by Trustee _____

Seconded by Trustee _____

____**RESOLVED**, that **the Mayor** is hereby authorized to execute the attached release agreeing that Carman Development Project and the Carman Development Project Parcels is no longer subject to any of the terms and provisions of the MDA whatsoever, as if they have each been released from the MDA, including, but not limited to, any requirements thereof, any defaults thereunder and/or any remedies relating thereto, provided that nothing contained herein shall release the Carman Development Project and the Carman Development Project Parcels from compliance with all requirements of applicable Village laws, rules and regulations governing the use and operation of the Carman Development Project Parcels, as they may be amended from time to time, including, without limitation, the requirements of the Village Code, Article XXVI, entitled Downtown Overlay Zone.

Moved by Trustee _____

Seconded by Trustee _____

WHEREAS, in furtherance of the objectives of Articles 15 and 15-A of the General Municipal Law of the State of New York, as amended (the "GML"), the Incorporated Village of Hempstead Community Development Agency ("CDA"), in conjunction with the Village of Hempstead ("Village") (CDA and Village are hereinafter collectively referred to as "Municipality"), has undertaken a program for the acquisition, clearance, building demolition, replanning, reconstruction and neighborhood rehabilitation of certain areas in the Village and has been engaged in carrying out a neighborhood development program and urban renewal program of certain areas in the Village downtown area, resulting in the creation and adoption of the Village's Downtown Vision and Comprehensive Development Plan ("Comprehensive Plan"); and

WHEREAS, in furtherance of the Comprehensive Plan, the Village, the CDA and Renaissance Downtowns Urbanamerica LLC ("RDU") entered into that certain Master Developer Agreement, dated as of February 9, 2012 (together with all extensions and amendments thereto, the "MDA"). Unless otherwise defined, capitalized terms used herein are ascribed their meaning as set forth in the MDA ; and

WHEREAS, the MDA contemplates the development of various parcels within a Project Area; and

WHEREAS, a portion of the Project Area was acquired by Parcel 3 Owner LLC, an affiliate of RDU, under the MDA, being that certain real property designated as Section 34, Block 195 and Lots 135 and 138 on the Land and Tax Map of the County of Nassau ("Parcel 3 Premises"); and

WHEREAS, Parcel 3 Owner LLC intends to convey the Parcel 3 Premises to Carman Place Housing Development Fund Company, Inc., as nominee for and on behalf of Carman Place Apartments, LLC (collectively, the "Carman Owner"); and

WHEREAS, an affiliate of Carman Owner is contract vendee with Lau Enterprises, Ltd. and Lau Investment Group, Inc. (collectively, "Lau") to acquire that certain real property designated as Section 34, Block 195 and Lots 8, 9, 10, 11, 116, 131 and 132 on the Land and Tax Map of the County of Nassau ("Lau Premises"), which Lau Premises is intended to be conveyed to Carman Owner; and

WHEREAS, RDU entered into a contract with Stewart Plaza Ltd. and Kev's Landscaping & Tree Service LLC (collectively, "Seck"), to acquire that certain real property designated as Section 34, Block 195 and Lot 129 and 130 on the Land and Tax Map of the County of Nassau ("Seck Premises") and RDU assigned such rights to an affiliate of Carman Owner, and which Seck Premises has already been conveyed to 122-126 Bedell LLC, an

affiliate of Carman Owner; and

WHEREAS, the Parcel 3 Premises, Lau Premises and Seck Premises are contemplated for development pursuant to the MDA of a new construction of a multi-building, mixed-use project including 228 residential apartments (including 1 superintendent's unit) and approximately 22,000 square feet of commercial space together with ancillary underground and surface parking (the "Carman Development Project"); and

WHEREAS, the parcels (collectively, the "Carman Development Project Parcels") which will comprise the Carman Development Project include:

Bedell Street & Columbia Street, Hempstead, NY (Section 34, Block 195, Lots 135 and 138);

173-175 Main Street, Hempstead, NY (Section 34, Block 195, Lots 8, 9, 10 and 116);

163-169 Main Street, Hempstead, NY (Section 34, Block 195, Lot 111);

155-161 Main Street, Hempstead, NY (Section 34, Block 195, Lots 131 and 132);

126 Bedell Street, Hempstead, NY (Section 34, Block 195, Lot 129); and

122 Bedell Street, Hempstead, NY (Section 34, Block 195, Lot 130)

WHEREAS, the lenders to and investor(s) in the Carman Development Project will be advancing significant sums and require assurances that the Carman Development Project can proceed without being subject to the MDA in light of, among other things, any defaults which might exist thereunder, the fact that the MDA extends to parcels which are not included in the Carman Development Project and the fact that the Carman Owner is not a party thereto; and

WHEREAS, separate and apart from the MDA, the Carman Development Project has received all approvals necessary for its construction and development.

NOW THEREFORE BE IT,

RESOLVED, that each of the CDA and Village finds that the Carman Development Project furthers the intent and purpose of the Comprehensive Plan and the MDA, and it is hereby

FURTHER RESOLVED, that the conveyance to Carman Owner of parcels within the Project Area in furtherance of the Carman Development Project, including the Carman Development Project Parcels being conveyed by RDU Parcel 3 LLC, Seck and Lau, is hereby authorized and approved to the extent necessary; and it is hereby

FURTHER RESOLVED, that each of the CDA and Village hereby

confirms that the Carman Development Project has received all approvals from the CDA and the Village necessary for its construction and development, subject to all terms and conditions for such approvals, which are unchanged by this Resolution and remain in full force and effect; and it is hereby

FURTHER RESOLVED, that each of the Carman Development Project and the Carman Development Project Parcels is no longer subject to any of the terms and provisions of the MDA whatsoever, as if they have each been released from the MDA, including, but not limited to, any requirements thereof, any defaults thereunder and/or any remedies relating thereto, provided, that nothing contained herein shall release, or be deemed to release, the Carman Development Project and the Carman Development Project Parcels from compliance with all requirements of applicable Village laws, rules and regulations governing the use and operation of the Carman Development Project Parcels, as they may be amended from time to time, including, without limitation, the requirements of the Village Code, Article XXVI, entitled, "Downtown Overlay Zone," and, provided, further, that nothing contained herein shall release, or be deemed to release, RDU from any of its obligations under the MDA, including, without limitation, its obligation under Sections 1.06 and 5.01(f) of the MDA to provide for a comparable alternative location(s) and/or structure(s) for the 99 spaces of Village parking on the Parcel 3 Premises being dislocated by the Carman Development Project in a manner that allows the Village to continue receiving revenues from said parking capacity, and the Village and the CDA reserve all rights with respect thereto; and it is hereby

FURTHER RESOLVED, that the Mayor is authorized on behalf of the Village, and the Chairman is authorized on behalf of the CDA, to do all things necessary, convenient or appropriate for the accomplishment of the purposes of this Resolution, including the execution of a release in recordable form; and that all acts heretofore taken by the CDA and Village, respectively, with respect to the foregoing are hereby approved, ratified and confirmed.

PARTIAL RELEASE FROM MASTER DEVELOPER AGREEMENT

PARTIAL RELEASE FROM MASTER DEVELOPER AGREEMENT dated as of the ____ day of March, 2023, made by the Village of Hempstead (“Village”), a municipal corporation organized and validly existing under the laws of the State of New York, with an address of 99 James A. Garner Way, Hempstead, New York 11550, and the Incorporated Village of Hempstead Community Development Agency (“CDA”), a public benefit corporation with an address of 50 Clinton Street, #304, Hempstead, New York 11550.

WHEREAS, the Village and CDA entered into that certain Master Developer Agreement, dated as of February 9, 2012 (together with all extensions and amendments thereto, the “MDA”), with Renaissance Downtowns Urbanamerica LLC (“RDU”), and

WHEREAS, a memorandum of said MDA, dated as of December 15, 2015, was recorded as Instrument Number 2015-00036675 on December 18, 2015, in the Office of the Nassau County Clerk;

NOW THEREFORE, each of the Village and CDA hereby release the following parcels (“Carman Development Project Parcels”) from the MDA:

Bedell Street & Columbia Street, Hempstead, NY (Section 34, Block 195, Lots 135 and 138);

173-175 Main Street, Hempstead, NY (Section 34, Block 195, Lots 8, 9, 10 and 116);

163-169 Main Street, Hempstead, NY (Section 34, Block 195, Lot 111);

155-161 Main Street, Hempstead, NY (Section 34, Block 195, Lots 131 and 132);

126 Bedell Street, Hempstead, NY (Section 34, Block 195, Lot 129); and

122 Bedell Street, Hempstead, NY (Section 34, Block 195, Lot 130)

PROVIDED, that nothing contained herein shall release, or be deemed to release, the Carman Development Project Parcels from compliance with all requirements of applicable Village laws, rules and regulations governing the use and operation of the Carman Development Project Parcels, as they may be amended from time to time, including, without limitation, the requirements of the Village Code, Article XXVI, entitled, “Downtown Overlay Zone”; and

PROVIDED, FURTHER, that nothing contained herein shall release, or be deemed to release, RDU from any of its obligations under the MDA, including, without limitation, its obligation under Sections 1.06 and 5.01(f) of the MDA to provide for a comparable alternative location(s) and/or structure(s) for the 99 spaces of Village parking on the Parcel 3 Premises being dislocated by the Carman Development Project in a manner

that allows the Village to continue receiving revenues from said parking capacity, and the Village and the CDA reserve all rights with respect thereto.

Village of Hempstead

By: _____
Waylyn Hobbs, Jr., Mayor

Incorporated Village of Hempstead Community Development Agency

By: _____
Waylyn Hobbs, Jr., Chairman

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

On the day of March in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Waylyn Hobbs, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment)

Record and Return to:
Daniel P. Deegan, Esq.
Forchelli Deegan Terrana LLP
333 Earle Ovington Blvd., Suite 1010
Uniondale, New York 11553

____**RESOLVED**, that upon the recommendation of **Joe Gill, Village Treasurer**, that the Board of Trustees hereby authorizes pursuant to Section 5-508 of the Village Law that on **Monday, April 10, 2023**, at **6:30 pm.** a Public Hearing shall be held at Village Hall, 99 James A. Garner Way, Hempstead, NY 11550 on the Tentative Budget for the **2023/2024** fiscal year.

Moved by Trustee _____

Seconded by Trustee _____

____**RESOLVED**, that upon the recommendation of **Joe Gill, Village Treasurer**, that the Board of Trustees hereby authorizes pursuant to Section 5-508 of the Village Law that on **Monday, April 10, 2023**, immediately following the tentative Budget Public Hearing there will be new water rates billing structure hearing to be considered to become effective, August 1, 2023, for the Incorporated Village of Hempstead.

Moved by Trustee _____

Seconded by Trustee _____

____**RESOLVED**, that upon the recommendation of **Mayor Hobbs**, that David Vilceus and Marcel Crooks were accepted as members of the Hempstead Fire Department by the Hempstead Fire Department Board of Fire Commissioners.

Moved by Trustee _____

Seconded by Trustee _____

_____ **RESOLVED**, that upon the recommendation of **Patricia Perez, Village Clerk** the Board of Trustees hereby approves for **Eye on the Ball Productions Inc.**, 295 Front St., Suite 211, Brooklyn, NY, 11201, to hold a Film Shoot from **March 27 to March 28, 2023**, at 127 Weir St. Hempstead, NY 11550. with a total cost of \$6,950.00. 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.

Moved by Trustee _____

Seconded by Trustee _____

_____ **RESOLVED**, that upon the recommendation of **Patricia Perez, Village Clerk** the Board of Trustees hereby approves for **Our Lady of Loretto** to hold its annual Stations of the Cross on Good Friday, **April 7, 2023**, from 12:00 noon to 3:00 p.m. with a total cost of \$150.00. The procession will leave the Church parking lot and proceed onto Henry Street, along Thorne Avenue, unto William Street, Gladys Avenue, back to Henry Street to Church parking lot. Said permission is contingent upon compliance with the rules and regulations of the Hempstead Police Department and all liability in connection with these activities and observance of the Code of the Village of Hempstead; the filing 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.

Moved by Trustee _____

Seconded by Trustee _____

____ **RESOLVED**, that upon the recommendation of Frank Germinaro, Director of Public Works, the Mayor hereby appoints and/or approves the following to the position of Laborer-PT for the Incorporated Village of Hempstead.

Name	Department/Title/Grade	Base Salary
Jajaun Polley <i>(New Hire)</i>	DPW-Sanitation Laborer-PT	\$17.00 hr upon approval

Moved by Trustee _____

Seconded by Trustee _____

____ **RESOLVED**, that upon the recommendation of Richard Holland, Assistant Chief, the Mayor hereby appoints and/or approves the following to the position of Police Communications Operator for the Incorporated Village of Hempstead.

Name	Department/Title/Grade	Base Salary
Lafonda Anderson <i>(Title Change)</i>	Hempstead Police Police Communications Operator Grade 12/0 N	\$ 61,776 Upon CS Approval

Moved by Trustee _____

Seconded by Trustee _____

____**RESOLVED**, that upon the recommendation of Yolanda Hutcherson, Supt. of Recreation, the Mayor hereby appoints and/or approves the following to the position of Recreation Attendant-PT for the Incorporated Village of Hempstead.

Name	Department/Title/Grade	Base Salary
Jeremy Henderson <i>(New Hire)</i>	Parks & Recreation Recreation Attendant-PT	\$15.00 hr upon CS approval

Moved by Trustee _____

Seconded by Trustee _____

_____ **RESOLVED**, that upon the recommendation of **Joe Gill, Village Treasurer** all meeting bills, audited by the Board of Trustees on check warrant dated **March 22, 2023** be approved as previously reviewed.

Moved by Trustee _____

Seconded by Trustee _____