BOARD OF TRUSTEES'

REGULAR MEETING

TUESDAY, APRIL 6, 2021

6:30 P.M.
ADDENDUM
AGENDA – April 6, 2021

Mayor Hobbs wishes to announce the appointment of Joylette Williams, 99 Mason Street, Hempstead, New York, as a member of the Board of Trustees for the Incorporated Village of Hempstead for the period commencing April 6, 2021 to fill the unexpired term of Waylyn Hobbs, Jr.
Presentation of activities report by the public bodies of the Incorporated Village of Hempstead:

Recreation and Parks Commission – Chairperson Vanessa Henry
Human Relations – Juanita Hargwood, Director
Personal Service Wireless Facilities Board – Zoning Officer Deloris Mc Queen
Hempstead Library Board – Irene Duszkiewicz, Library Director
Traffic Safety Board – Lt. Kirichenko / Chairperson Mary Burns
Hempstead Coordinating Council of Civics Association – Barbara Borum
Youth Council – Moises Herrera
Board of Zoning Appeals – Chairman Danny Leo
Planning Board – Chairperson Kennetha Pettus
Hempstead Housing Authority – Chairman Shereen Goodson
Community Development Agency – Commissioner Charlene Thompson
Electrical Board – Ronald Margarie
Plumbing Board – Chairperson Kelly Magee
Historian - Reine Bethany
Hempstead Chamber of Commerce –
____ RESOLVED, that upon the recommendation of Patricia Perez, Village Clerk the Board of Trustees hereby waives a reading of the minutes of the Special Meeting of March 17, 2021, the Regular meeting of March 17, 2020 and the Special meeting of March 24, 2021 and accepts them as reviewed.

Moved by Trustee __________ that the reading of the minutes of the Special Meeting of March 17, 2021, the Regular meeting of March 17, 2020 and the Special meeting of March 24, 2021 be dispensed with and that they be accepted as reviewed.

Seconded by Trustee ________________
Clerk wishes to report that Mayor Hobbs & Deputy Mayor Daniels have approved miscellaneous Business licenses as reviewed

**Business License for approval**

**Renewals**

United Cargo Express Inc.  
33 Main St.  
Affinity Health Plan Inc.  
80 Clinton Street

La Sevillana Bakery  
372 Fulton Ave.  
Walgreen  
393 Front St.

Tres Sabores Restaurant  
77 Main St.  
Amazing 99 Cent & Up Inc.  
120 N. Franklin St.

**Renewals**

Maruti 4125 Corp.  
283A Fulton Ave.  
Carmart Auto Center Inc.  
130 S. Franklin St.

**Landscaping License for approval**

Giordano Garden Service  
357 Hempstead Ave.  
W. Hempstead, NY 11552  
Roberto’s Lawncare & Land  
257 Covert Ave.  
Floral Park, NY 11001

Porfirio Landscaping  
132 Washburn Ave.  
Freeport, NY 11520  
M. Ramirez Landscaping Inc.  
14E Greenwich St.  
Roosevelt, NY 11575

BS Landscaping Inc.  
824 N. Delaware Ave.  
Lindenhurst, NY 11757  
S. Carlos Landscaping  
182 Ardwick Pl.  
Uniondale, NY 11553

Celis Landscaping  
9 Bennett Ave.  
Roosevelt, NY 11575  
Campos Landscaping  
36 Thorne Ave.  
Hempstead, NY 11550

JFE Landscaping, Inc.  
62 Lincoln Ave.  
Roosevelt, NY 11575  
Jose S. Bran Landscaping Inc.  
34 Duncan Rd.  
Hempstead, NY 11550

Best Kept Lawn Care Corp.  
209 Maple Ave.  
Uniondale, NY 11553  
US Landscaping  
P.O. Box 6057  
Freeport, NY 11520
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<tr>
<th>Company Name</th>
<th>Address</th>
<th>City, State</th>
<th>Zip Code</th>
</tr>
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<td>Luis J. Amezquita Landscaping</td>
<td>2779 Eastern Blvd.</td>
<td>Baldwin, NY</td>
<td>11510</td>
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<td>Climaco Landscaping</td>
<td>12 Watkins St. Unit B</td>
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<td>11563</td>
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<td>Navarrete Landscaping Inc.</td>
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<td>Robert Landscaping</td>
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<td>11520</td>
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<tr>
<td>O Majano Lawn Service</td>
<td>25 Washburn Ave.</td>
<td>Freeport, NY</td>
<td>11520</td>
</tr>
<tr>
<td>Carlos Landscaping &amp; Construction</td>
<td>171 Uniondale Ave.</td>
<td>Uniondale, NY</td>
<td>11553</td>
</tr>
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<td>Mauricio Garcia Landscaping</td>
<td>21 Hamilton Pl.</td>
<td>Hempstead, NY</td>
<td>11550</td>
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<tr>
<td>Neats Gardening</td>
<td>85 Beebe Ave.</td>
<td>Hempstead, NY</td>
<td>11550</td>
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<td>LRM Landscaping</td>
<td>523 Jerusalem Ave.</td>
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<td>11553</td>
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<td>Zenie Landscaping</td>
<td>189 Charles St.</td>
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<td>Roger Cruz Landscaping</td>
<td>67 Perry St.</td>
<td>Hempstead, NY</td>
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<tr>
<td>Chris’s Lawn Service LLC</td>
<td>26 Ferndale Drive</td>
<td>Hicksville, NY</td>
<td>11801</td>
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<td>Rojas Landscaping</td>
<td>89-22 185th Street</td>
<td>Hollis, NY</td>
<td>11423</td>
</tr>
<tr>
<td>Jose Landscaping</td>
<td>167 Dikeman St.</td>
<td>Hempstead, NY</td>
<td>11550</td>
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<tr>
<td>Tony’s Landscaping &amp; Gardening</td>
<td>210 Mulberry Ln.</td>
<td>W. Hempstead, NY</td>
<td>11522</td>
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<td>A &amp; M Landscaping</td>
<td>69 Prospect St.</td>
<td>Roosevelt, NY</td>
<td>11575</td>
</tr>
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<td>HC Landscaping</td>
<td>271 Washington Ave.</td>
<td>Roosevelt, NY</td>
<td>11575</td>
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<tr>
<td>Brother Landscaping Inc.</td>
<td>302 Newport Rd.</td>
<td>Uniondale, NY</td>
<td>11553</td>
</tr>
</tbody>
</table>
JUSTICE COURT (Monthly Report submitted by Village Justice Paul R. Delle)

Report of the Village Justice for the month of **February 2021**

Total number of cases before the court  
1,025

Total monies remitted to Village Comptroller  
$114,581.00

(Copy of this report is on file in the Village Clerk’s Office and may be viewed by the public during office hours.)
RESOLVED, that upon the recommendation of Tracy Auguste, Deputy Village Attorney the Board of Trustees hereby approves the settlement of Tax Certiorari matter with MLP Realty Corp./Ultimate Signs & Designs Corp., for the property known as 86 Sewell St., Hempstead, New York in a total of $51,065.00 for the tax years 2014/15 through 2020/21.

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. 2018401463, in case entitled “In the Matter of the Application of MLP Realty Corp./Ultimate Signs & Designs Corp., Petitioner, against The Assessor, The Board of Assessors and The Board of Assessment Review of the Village of Hempstead and the Village of Hempstead, Respondents” to resolve the issue of the true assessment, both retroactively and prospectively, for the 2014/015 through 2020/21 tax years, for real property tax purposes, for the premises described as Section 35, Block 638, Lot 104, known as 86 Sewell 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 MLP Realty Corp./Ultimate Signs & Designs Corp., owner of 86 Sewell Street, a total of $51,065.00, to resolve the issue of the true tax assessment for the 2014/15 through 2020/21 tax years, payable in one lump payment, without interest thereon 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 MLP Realty Corp./Ultimate Signs & Designs Corp., owner of 86 Sewell Street, a total of $51,065.00, to resolve the issue of the true tax assessment for the 2014/15 through 2020/21 tax years, payable in one lump payment, without interest thereon 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 the issue of the prospective tax assessment for the tax years 2021/22, 2022/23 and 2023/24 will be set at $20,000.00, and that no protest will be filed by MLP Realty Corp./Ultimate Signs & Designs Corp., owner of 86 Sewell Street, for the tax years 2021/22, 2022/23 and 2023/24; 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 MLP Realty Corp./Ultimate Signs & Designs Corp., the owners of 86 Sewell Street Hempstead, New York 11550, for the tax years 2014/15 through 2020/21 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 #10-1753

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

In the Matter of the Application of:

MLP REALTY CORP./
ULTIMATE SIGNS & DESIGNS CORP.

Petitioner,

-against-

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

Respondents.

For Review of a Tax Assessment Under
Article 7 of the Real Property Tax Law.

STIPULATION OF
SETTLEMENT

Index #:2018401463
Calendar #:2018V2932
Tax Year(s): 2014/15-2020/21

Section: 35
Block: 638
Lot(s): 104

IT IS HEREBY STIPULATED AND AGREED by and between the
attorneys for the respective parties that the tax review proceedings
now pending for the tax years 2014/15 through 2020/21 and be and the
same hereby are settled and adjusted to produce a lump sum payment of
$51,065.00 (FIFTY-ONE THOUSAND SIXTY-FIVE DOLLARS). Payment shall be
refunded to CRONIN, HARRIS & ASSOCIATES, P.C. as attorneys for
Petitioner, MLP REALTY CORP./ULTIMATE SIGNS & DESIGNS CORP., without
interest thereon within one hundred and twenty (120) days after
receipt of one certified copy of an Order and Judgment upon the
Treasurer of the Village of Hempstead, and

IT IS FURTHER STIPULATED AND AGREED, that if the 2021/22,
2022/23 and 2023/24 Assessed Valuation is set at $20,000.00,
petitioner will not file for said tax years and,
IT IS FURTHER STIPULATED AND AGREED, that if any tax proceeding initiated for any tax year is part of a consolidated petition such proceeding is severed from the consolidated action, and

IT IS FURTHER STIPULATED AND AGREED, that upon compliance with the terms of this Stipulation, that said tax review proceedings shall be discontinued with prejudice without costs to any party and that an Order and Judgment to this effect may be entered forthwith without further notice.

DATED: March 24, 2021
Uniondale, New York

CRONIN, HARRIS & ASSOCIATES, P.C.
Attorneys for Petitioner

BY: LAUREEN HARRIS, ESQ.
333 EARLE OIVINGTON BLVD.
Suite 820
Uniondale, New York 11553
Tel. No. (516) 506-7880

TRACY AUGUSTZ, ESQ.
Village of Hempstead
Attorney for Respondents

Index #: 2018401463
RESOLVED, that upon the recommendation of Tracy Auguste, Deputy Village Attorney the Board of Trustees hereby approves the settlement of Tax Certiorari matter with 148 Front Street Realty, for the property known as 146-148 Front St., Hempstead, New York in a total of $18,000.00 for the tax years 2013/14 through 2020/21.

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. 405653/2017, in case entitled “In the Matter of the Application of 148 Front Street Realty, Petitioner, against The Board of Assessors 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 2013/14 through 2020/21 tax years, for real property tax purposes, for the premises described as Section 35, Block 439, Lot 133, known as 146-148 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 148 Front Street Realty, owner of 146-148 Front Street, a total of $18,000.00, to resolve the issue of the true tax assessment for the 2013/14 through 2020/21 tax years, payable within 90 days of receipt by the Village of a signed Court Order and Judgment and Notice of Entry;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to 148 Front Street Realty, owner of 146-148 Front Street, a total of $18,000.00, to resolve the issue of the true tax assessment for the 2013/14 through 2020/21 the tax years, payable within 90 days after receipt by the Village of a signed Court Order and Judgment and Notice of Entry; and

BE IT FURTHER RESOLVED, that the issue of the prospective tax assessment for the tax years 2021/22, 2022/23 and 2023/24 will be $11,000.00 and that no protest will be filed by 148 Front Street Realty, owner of 146-148 Front Street, Hempstead, NY, for the tax years 2021/22, 2022/23 and 2023/24; 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 148 Front Street Realty, owner of 146-148 Front Street, Hempstead, New York 11550, for the tax years 2013/14 through 2020/21, 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_______________________
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

In the Matter of the Application of,

148 Front Street Realty

Petitioner,

-against-

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

Respondents.

For Review of a Tax Assessment Under Article 7 of the
Real Property Tax Law

-------------------------------X

LUMP SUM
STIPULATION
OF SETTLEMENT

Index No. 405653/2017
Calendar No. 2017V3855

Tax Years Index No.
2020/21 405653/2017
2013/14 - 2019/20 (Disc.)

Section: 35
Block: 439
Lot(s): 133

WHEREAS, on the Petition and Notice served upon the Respondents directing
said Respondents to serve upon Petitioner(s) a Verified Answer as to their
proceedings and decision concerning the assessment of Petitioner(s) property as set
forth in the Petition, and

WHEREAS, an offer of settlement has been made by the Petitioner(s) to the
Respondents, which Respondents have accepted subject to the approval of the Board
of Trustees of the Incorporated Village of Hempstead.

NOW, THEREFORE, IT IS STIPULATED AND AGREED, by and between the
undersigned that the tax review proceeding now pending for and on behalf of the
Petitioner(s) for the taxable years be and the same hereby is settled and adjusted on
the following basis, and that the figures set forth below are intended to produce a
total lump sum refund in the amount of EIGHTEEN THOUSAND DOLLARS
($18,000.00) cash refund and payment of the refund shall be made in one payment of
$18,000.00 to be paid within (90) days upon receipt of a signed Court Order and
Judgment and Notice of Entry without interest if paid to Jaspan Schlesinger LLP as
attorney for 148 Front Street Realty. Any and all outstanding arrears must be satisfied before receipt of said refund. In the event that said refunds are not paid in the indicated schedule, the judgment or order implementing this stipulation shall provide for a refund of overpaid taxes, where indicated, with interest at the rate of 9% per annum from the date of entry of judgment if sooner, but without costs to any party:

**NAME OF PROPERTY:** 148 Front Street Realty

<table>
<thead>
<tr>
<th>Description of Property</th>
<th>Year</th>
<th>Actual Valuation</th>
<th>Amount of Reduction</th>
<th>Final Assessed Valuation</th>
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<td>Section: 35</td>
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<td>13,500</td>
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<td>11,000</td>
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<td>to</td>
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<tr>
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<tr>
<td>Section: 35</td>
<td>2020/21</td>
<td>13,500</td>
<td>2,500</td>
<td>11,000</td>
</tr>
<tr>
<td>Block: 439</td>
<td></td>
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<tr>
<td>Lot(s): 133</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IT IS FURTHER STIPULATED AND AGREED,** that the refund interest is waived providing payment of refund is made in one payment of $18,000.00 within (90) days of service of an Order and Judgment and Notice of Entry. In the event that said refunds are not paid in the indicated schedule, the judgment or order implementing this stipulation shall provide for a refund of overpaid taxes, where indicated, with interest at the rate of 9% per annum from the date of entry of judgment if sooner, but without costs to any party:

**IT IS FURTHER STIPULATED AND AGREED,** that the petitioner, by its attorney, warrants and represents that to its 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 its attorney 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 its attorney shall advise the Respondents and the Court with written proof that said
Bankruptcy Court consents to the terms of the Stipulation of Settlement and to the distribution of the refund payable to the Petitioner and/or its attorney. In addition, at the time an application is made for tax refund, the Petitioner shall submit to the Village of Hempstead’s Comptroller an Affidavit stating that the property in question is not the subject of Bankruptcy proceedings in any Court, and further that in the event 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, and shall hold the Incorporated Village of Hempstead free and harmless from any and all liability arising therefrom, and for duplicate payment of a tax refund.

IT IS FURTHER STIPULATED AND AGREED, that said tax review proceeding shall be discontinued forthwith without costs to any party upon the aforesaid lump sum payment and that Order to this effect may be entered forthwith.

Dated: December 8, 2020
Garden City, New York

By: Andrew M. Mahony, Esq.
Jaspan Schlesinger LLP
Attorneys for Petitioners

Dated: __________________________

By: __________________________
Jacqueline M. Zore-Smrek, Esq.,
Deputy Village Attorney for
The Inc. Village of Hempstead
Attorneys for Respondents
RESOLVED, that upon the recommendation of Larry Lutz, Purchasing Agent and Bijan Farahani, Engineer, that the mayor and Board of Trustees hereby approves a 2nd additional and final extension of Bid # 5 HEMV 2018/2019, 2018 Requirement Specification Cleaning, TV Inspection, Repair and Rehabilitation of Sewage Pipeline of Various Streets in the Inc. Village of Hempstead to the lowest responsible bidder: Earth Repair LLC., P.O. Box 516, 119 N. Phillips Ave. Speonk, New York 11972 in the amount of $299,989.00

Moved by Trustee _______________

Seconded by Trustee _______________
RESOLVED that upon the recommendation of Jackeline Zore-Smrek, Deputy Village Attorney that the Mayor and Board of Trustees hereby approves to enter into an agreement with 250 Fulton Avenue Realty LLC, 250 Fulton Ave., Hempstead, New York, 11550, to utilize fifty (50) parking spaces, which are located in Parking Field #4 from April 1, 2021 through May 31, 2023.

Moved by Trustee ______________

Seconded by Trustee _____________
PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of ___ day of ________, 2021 (together with the schedules, appendices, attachments and exhibits, if any, collectively referred to as the License) between (i) the Incorporated Village of Hempstead (hereinafter referred to as the LICENSOR), a municipal corporation of the State of New York, having its principal office at 99 James A. Garner Way, Hempstead New York, 11550, and (ii) 250 Fulton Avenue Realty LLC, having an office at 250 Fulton Avenue, Hempstead, New York 11550 (hereinafter referred to as the LICENSEE).

WITNESSETH:

WHEREAS, the LICENSEE is desirous of providing adequate parking spaces for vehicles operated by the LICENSEE's officer(s), director(s), employee(s), servant(s), agent(s) and/or independent contractor(s), and has requested the LICENSOR to license to the LICENSEE the exclusive and non-transferable right to utilize fifty (50) spaces all which are located in Municipal Parking Field #4, situated in the Incorporated Village of Hempstead, Nassau County, New York.

WHEREAS, the LICENSOR is the operator of the Parking Field #4 and has the right (subject to the Owner’s consent) to grant parking license rights thereon pursuant to an agreement with the owner of Parking Field #4, RDUA Parcels 4, LLC (“Owner”), and Owner’s affiliate, Renaissance Downtowns Urban America LLC (“RDUA”);

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and agreements contained in this LICENSE, the parties hereby agree as follows:

1. Term. This LICENSE shall commence on April 1, 2021 and shall expire on the 31st day of May, 2023, unless sooner terminated pursuant to Clause 15 hereof.

2. Licensing Fees: (a) LICENSEE shall make quarterly payments to the LICENSOR within thirty (30) days of the beginning of each quarter, to wit: payment is due on Apr 15th, July 15th, Oct 15th and Jan 15th throughout the term of this LICENSE, as set forth in Exhibit “A” below. (b) Payments shall be contingent upon (i) the LICENSOR submitting a claim voucher (the Voucher) in a form satisfactory to the LICENSEE supporting the amount claimed and (ii) review, approval and audit of the Voucher by the LICENSEE and/or his/her duly designated representative.

3. Decals. LICENSOR shall issue to LICENSEE parking decals for display for all assigned parking spaces in PARKING FIELD #4, which must be displayed on the small rearview window behind the driver side of the vehicle of the individual recipient, and said vehicle shall be parked in one of the fifty (50) assigned parking spaces in PARKING FIELD #4, which shall be designated by appropriate signage. If a decal is lost or stolen there will be a Twenty Five Dollar ($25.00) charge to the LICENSEE that shall be paid to the LICENSOR for each one that has to be replaced. However, the VOH will replace damaged and/or returned decal free of charge.
4. Utilities. There shall be no abatement of license fees on account of the interruption of any gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used on PARKING FIELD #4, unless such interruption renders PARKING FIELD #4 (or a portion thereof) inoperable, unsafe or in violation of any law.

5. Maintenance. At its own cost and expense, the LICENSOR shall service and maintain PARKING FIELD #4 so as to keep same in as good condition, appearance and working order, except as to reasonable wear and tear, as when delivered to the LICENSEE. Notwithstanding any other provision of this License and without limiting the generality of the foregoing sentence, the LICENSOR has the sole responsibility to maintain and clean PARKING FIELD #4. Maintenance and cleaning shall include painting, repairs to drainage systems, sweeping, snow and ice removal, and waste removal.

6. Alterations. Without the prior written consent of the LICENSOR, and Owner, the LICENSEE shall not make any alterations, changes, modifications or additions to PARKING FIELD #4. Any alterations, changes, modifications or additions to PARKING FIELD #4 shall immediately become part of the property of the Owner.

7. Right of Way. The LICENSEE will permit the LICENSOR, the Owner and their respective officer(s), director(s), employee(s), servant(s), agent(s) and/or independent contractor(s), to enter upon PARKING FIELD #4 at all reasonable times, to examine the condition of PARKING FIELD #4.

8. Liens. The LICENSEE shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to PARKING FIELD #4 or any interest therein. The LICENSEE shall promptly, at its own expense, take such action as may be necessary to duly discharge such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time.

9. Enforcement. The LICENSOR reserves the right to enforce its reasonable parking rules and regulations for those vehicles of the LICENSEE's officer(s), director(s), employee(s), servant(s), agent(s) and/or independent contractor(s), not parked in their assigned parking space(s).

10. Damage to/or Destruction of Property. The LICENSEE assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to LICENSEE's, and/or its officer(s), director(s), employee(s), servant(s), agent(s) and/or independent contractor(s), vehicles, and/or any injury or death arising from or incident to the use of PARKING FIELD #4 whether or not such damage, loss, injury and/or death be to officer(s), director(s), employee(s), servant(s), agent(s) and/or independent contractor(s) of the LICENSEE or of third parties, except for damages, loss, injury and/or independent contractors attributable to LICENSOR's willful misconduct.
11. **Indemnification.** (a) LICENSEE agrees to indemnify and hold harmless the LICENSOR, Owner and RDUA against any and all claims, demands, causes of action, including personal injury and/or death, damages, costs, and liabilities directly arising out of or in connection with any acts or omissions done in furtherance of this Agreement and/or in the conduct of the LICENSEE’s activities upon PARKING FIELD. LICENSOR agrees to indemnify and hold harmless the LICENSEE against any and all claims, demands, causes of action, including personal injury and/or death, damages, costs, and liabilities directly arising out of or in connection with any negligence or reckless or willful misconduct of the LICENSOR in connection with PARKING FIELD #4 under this Agreement.

(b) LICENSEE shall, and shall cause its respective officer(s), director(s), employee(s), servant(s), agent(s) and/or independent contractor(s) to, cooperate with the LICENSOR, Owner and RDUA in connection with the investigation, defense or prosecution of any action, suit or proceeding related to the subject matter of this LICENSE.

(c) This section is for the protection of the LICENSOR and LICENSEE, Owner and RDUA and their respective officers, directors, employees and/or servant(s) only, and shall not establish any liability by the LICENSOR or LICENSEE to third parties.

(d) The provisions of this paragraph shall survive the termination and/or expiration of this Agreement.

12. **Insurance.** (a) **Types and Amounts.** The LICENSEE shall maintain and furnish to LICENSOR evidence of (i) commercial general liability insurance providing coverage for any liability arising out of this LICENSE, incidental to the use of or resulting from any accident occurring in or about PARKING FIELD #4, including coverage for bodily injury (including death and mental anguish), broad form property damage, premises/operations and hazards thereto, naming LICENSOR, Owner and RDUA as additional insureds with a combined single limit amount of not less than ONE MILLION and 00/100 ($1,000,000.00) DOLLARS per occurrence and TWO MILLION and 00/100 ($2,000,000.00) DOLLARS aggregate coverage, (ii) statutory workers’ compensation together with employer’s liability with limits per accident and per disease for each employee/policy limit of not less ONE MILLION and 00/100 ($1,000,000.00), (iii) automobile liability insurance in the amount of not less than ONE MILLION and 00/100 ($1,000,000.00) combined single limit covering all owned, non-owned and hired vehicles, naming LICENSOR, Owner and RDUA as additional insureds, and (iv) umbrella liability insurance on a follow form basis in an amount of not less than TWO MILLION and 00/100 ($2,000,000.00) per occurrence and TWO MILLION and 00/100 ($2,000,000.00) annual aggregate, providing coverage (at LICENSEE’s sole cost and expense) in excess of the coverages described in (i), (ii) (employer’s liability), and (iii) above, naming LICENSOR, Owner and RDUA as additional insureds on such umbrella policy. Such coverage shall be concurrent to and not more restrictive than the underlying insurance, and such insurance policies shall be in full force and effect during the term of this License. All insurance maintained by LICENSEE shall waive rights of subrogation against LICENSOR, Owner and RDUA and be primary and noncontributory to any and all insurance maintained by LICENSOR, Owner and RDUA.
13. (a) Acceptability; Deductibles; Subcontractors. The LICENSEE shall secure an insurance policy from an A.M Best rated "secured" New York State licensed insurer that contains a thirty (30) day notice of cancellation, which names the LICENSOR, Owner and RDUAs as unrestricted additional insureds. Additional insured status shall be provided with ISO endorsement CG 2038 or its equivalent; and if applicable, participant endorsements and spectator endorsements. The LICENSEE shall be solely responsible for the payment of all deductibles to which such policies are subject. The LICENSEE's, a municipal corporation of the State of New York, shall have the right to self-insure for all required coverage.

(b) No later than ten (10) days after execution of this LICENSE the LICENSEE shall provide the LICENSOR, Owner and RDUAs with Certificates of Insurance and a copy of the declaration page with an endorsement providing additional insured status or the actual endorse page with the declaration page. Not less than thirty (30) days prior to the date of any expiration or renewal of or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the LICENSEE shall provide written notice to the LICENSOR, Owner and RDUAs of the same and deliver to the LICENSOR, Owner and RDUAs a renewal or replacement copy of the declaration page with an endorsement providing additional insured status or the actual endorsement page with the declaration page. The LICENSEE shall cause all insurance to remain in full force and effect throughout the term of this LICENSE and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage. The failure of the LICENSEE to maintain the other required coverage shall be deemed a material breach of this LICENSE upon which the LICENSOR reserves the right to consider this LICENSE terminated as of the date of such failure. Notwithstanding the above language, the Village LICENSOR will accept a self-insurance letter executed by the LICENSEE.

14. (a) Assignment; Amendment; Waiver; Subcontracting. (a) This LICENSE and the rights and obligations hereunder may not be, in whole or part, (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) sub-contracted, without the prior written consent of the LICENSOR and any purported assignment, other disposal or modification without such prior written consent, shall be null and void. Notwithstanding the prior sentence in this paragraph, the LICENSOR's prior written consent will not be unreasonably withheld, if and/or when the LICENSEE assigns, transfers and/or disposes of all its interest in the building located at 250 Fulton Street, Hempstead, New York (including the restructuring of the business of LICENSOR provided ownership remains the same).

(b) The failure of the LICENSOR and/or LICENSEE to assert any of its rights under this LICENSE, including the right to demand strict performance, shall not constitute a waiver of such rights.

15. (a) Representations and WARRANTIES. (a) The LICENSOR shall have no obligation, except as provided in paragraph 5, to install, erect, test, inspect, or service PARKING FIELD (s). THE LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING PARKING FIELD #4.
(b) The LICENSEE has made the selection of PARKING FIELD #4 based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by the LICENSOR, Owner and RDUA or any persons on the LICENSOR’s behalf. The LICENSOR, Owner and RDUA shall not be liable for any special, indirect, incidental or consequential damages of any character or nature as a result of licensing the property, except those resulting from the gross negligent/reckless/willful act(s) and/or willful omission(s) of the LICENSOR, including without limitation loss of profits, property damage or lost production, whether suffered by the LICENSEE or any third party.

(c) Notwithstanding any other provision of this LICENSE, the LICENSOR is not responsible for, and shall not be liable, other than an abatement to the LICENSEE, for damage resulting from the inoperability or loss of value of PARKING FIELD #4 due to any cause or situation (including without limitation governmental actions or regulations or actions of other third parties) whether or not presently foreseeable.

(d) The LICENSEE shall have the right, upon thirty (30) days prior written notice to LICENSOR, to surrender parking spaces (and their corresponding decals) to the LICENSOR in the event of staffing reductions in or the relocation of any of the LICENSEE’S departments, bureaus or agencies occupying said spaces. The License Fees payable for the use of said spaces shall be equitably pro-rated to the date of surrender of said spaces to LICENSOR.

16. Termination/Relocation. (a) This LICENSE may be terminated for any reason or for no reason by either party upon thirty (30) days written notice to the other party.

(b) Termination shall be accomplished by providing written notice, at the address specified by each party in the “NOTICES” paragraph below, delivered to the other party in the manner set forth in said “NOTICES” provision.

(c) Notwithstanding anything herein contained to the contrary, LICENSOR may, upon sixty (60) days prior written notice to LICENSEE, require the relocation of any LICENSEE to another parking lot or to other property owned or controlled by LICENSOR or its affiliates (an “Alternate Parking Lot”) if such Alternate Parking Lot is in reasonable proximity to the PARKING FIELD #4.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this LICENSE shall be in writing, delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service with proof of delivery. Said notice shall be deemed made on the date the delivery receipt was signed by an employee of the other party to this Agreement and, if to the LICENSOR, to the attention of the Village Clerk at the address specified above for the LICENSOR, and, if to the LICENSEE, to the attention of Mr. Jeffery Supinsky, 250 Fulton Avenue, Hempstead, New York 11550 unless and until either party shall designate in writing to the other party any other persons and/or addresses.

18. Consent to Jurisdiction and Venue: Governing Law. Jurisdiction for all claims or actions with respect to this LICENSE shall be in the Supreme Court in Nassau County in New York State. This LICENSE is intended as a contract under, and shall be governed and construed in accordance
with the Laws of New York State.

19. Entire Agreement. This LICENSE represents the entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this LICENSE.

20. Executory Clause. This LICENSE shall have no validity until same has been approved by the governing body of each party, including, if required by the Hempstead Village Trustees and Jeffery Supinsky. Execution of the Agreement by LICENSOR's Mayor and Mr. Jeffery Supinsky Executive of LICENSEE shall be presumptive evidence that this Agreement has been duly and properly executed.

[Remainder of page intentionally left blank. Signature page follows.]
## Exhibit A
### Payment Terms

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
<th>#of Spaces</th>
<th>#of Days</th>
<th>Total Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apr 1, 2021- May 31, 2023 per day</td>
<td>$4.00</td>
<td>50</td>
<td>540</td>
<td>$108,000.00</td>
</tr>
</tbody>
</table>

**Schedule**

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
<th>#of Spaces</th>
<th>#of Days</th>
<th>Total Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apr 2021- June 2021</td>
<td>Due Apr 15th</td>
<td>$13,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 2021 - Sept 2021</td>
<td>Due July 15th</td>
<td>$13,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2021- Dec 2021</td>
<td>Due Oct 15th</td>
<td>$13,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jan 2022- March 2022</td>
<td>Due Jan 15th</td>
<td>$13,500.00</td>
<td>Total payment</td>
<td>$54,000.00</td>
</tr>
</tbody>
</table>

| Apr 2022- June 2022 | Due Apr 15th | $13,500.00 |          |               |
| July 2022- Sept 2022 | Due July 15th | $13,500.00 |          |               |
| Oct 2022- Dec 2022  | Due Oct 15th  | $13,500.00 |          |               |
| Jan 2023- March 2023 | Due Jan 15th  | $13,500.00 | Total payment | $54,000.00 |

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
<th>#of Spaces</th>
<th>#of Days</th>
<th>Total Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2023- May 31, 2023</td>
<td>$4.00</td>
<td>50</td>
<td>41</td>
<td>$8,200.00</td>
</tr>
</tbody>
</table>
RESOLVED, that upon the recommendation of Verlene Holder, Superintendent of Tax and Water, that the Mayor and Board of Trustees hereby approves the removal of Sanitation chargers per Sanitation Dept. for the 2020 Tax bill, due to Sanitation department began pick up in August 2020. Sanitation Dept. will sent miscellaneous bill to cover sanitation pick up from August 2020 to May 21, 2021.

Moved by Trustee ____________________

Seconded by Trustee ____________________
RESOLVED, that upon the recommendation Frank Germinaro, Director of Public Works, the Mayor and Board of Trustees hereby appoint and/or approve the following to the position of Laborer-PT for the Incorporated Village of Hempstead:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Title/Grade</th>
<th>Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Lattimer</td>
<td>DPW-Sanitation</td>
<td>$14.91 hr upon approval</td>
</tr>
<tr>
<td>(New Hire)</td>
<td>Laborer-PT</td>
<td></td>
</tr>
</tbody>
</table>

Moved by Trustee __________________________

Seconded by Trustee ________________________
RESOLVED, that upon the recommendation Lael Von Elm, Supt. of Alarms, the Mayor and Board of Trustees hereby appoint and/or approve the following to the position of Fire Alarm Dispatcher for the Incorporated Village of Hempstead:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Title/Grade</th>
<th>Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conrad Ramos</td>
<td>Fire Alarm Dispatcher Grade 12/6 N</td>
<td>$67,924 yr</td>
</tr>
</tbody>
</table>

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 April 6, 2021 be approved as previously reviewed.

Moved by Trustee ____________
Seconded by Trustee ____________
RESOLVED, that upon the recommendation of Mayor Waylyn Hobbs, Jr., hereby appoints and/or approves the following to the position of Village Attorney for the Incorporated Village of Hempstead.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Title/Grade</th>
<th>Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keisha Marshall</td>
<td>Legal</td>
<td>$158,000 yr</td>
</tr>
<tr>
<td>(New Hire)</td>
<td>Village Attorney</td>
<td>Effective</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 6, 2021</td>
</tr>
</tbody>
</table>

Moved by Trustee _____________________

Seconded by Trustee _________________
***RESOLVED, that upon the recommendation of Mayor Waylyn Hobbs, Jr., hereby appoints and/or approves the following to the position of Deputy Village Clerk for the Incorporated Village of Hempstead.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Title/Grade</th>
<th>Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Braxton</td>
<td>Clerk's Office, Deputy Village Clerk</td>
<td>$72,000 yr Effective April 6, 2021</td>
</tr>
</tbody>
</table>

(New Hire)

Moved by Trustee _________________
Seconded by Trustee _______________
RESOLVED, that upon the recommendation of Mayor Waylyn Hobbs, Jr., hereby appoints and/or approve the following to the position of Secretary to the Fire Department for the Incorporated Village of Hempstead.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Title/Grade</th>
<th>Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Samantha Fountain</td>
<td>Legislative (Title Change) Secretary to Fire Department</td>
<td>$85,000 Yr</td>
</tr>
</tbody>
</table>

Effective April 6, 2021

Moved by Trustee _________________
Seconded by Trustee _________________
RESOLVED, that upon the recommendation of Mayor Waylyn Hobbs, Jr., hereby appoints and/or approve the following to the position of Secretary to the Board of Trustees for the Incorporated Village of Hempstead.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Title/Grade</th>
<th>Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Stanley</td>
<td>Legislative Secretary to Board of Trustees</td>
<td>$65,000Yr</td>
</tr>
<tr>
<td>(New Hire)</td>
<td></td>
<td>Effective April 6, 2021</td>
</tr>
</tbody>
</table>

Moved by Trustee _______________________
Seconded by Trustee ___________________
____RESOLVED, that upon the recommendation of Mayor Hobbs, the Board of Trustees hereby approves the removal of the title of Secretary to the Fire Department from the Exempt Employee Compensation and Benefits resolution and adding said title to the Executive Staff Compensation and Benefits resolution

Moved by Trustee _________________
Seconded by Trustee _________________