BOARD OF TRUSTEES' REGULAR MEETING
TUESDAY, MAY 4, 2021
6:30 p.m.
AGENDA – May 4, 2021

PUBLIC HEARING @ 6:15 P.M.

To consider amending Chapter 127 of the Code of the Incorporate Village of Hempstead, entitled “Towing Service”

Moved by Trustee _____________________
Seconded by Trustee ___________________
NOTICE OF PUBLIC HEARING
VILLAGE OF HEMPSTEAD

PLEASE TAKE NOTICE that a public hearing will be held in the Village Hall, 99 James A. Garner Way, Hempstead, New York, on Tuesday, May 4th, 2021, at 6:15 p.m. to consider amending CHAPTER 127 (TOWING SERVICES)

The proposed local law is on file in the Office of the Village Clerk, Village Hall, 99 James A. Garner Way, Hempstead, New York, where the same may be inspected during office hours.

ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

BY ORDER OF THE BOARD OF TRUSTEES
OF THE INCORPORATED VILLAGE OF HEMPSTEAD

WAYLYN HOBBS JR, MAYOR
PATRICIA PEREZ, VILLAGE CLERK

Dated: April 20, 2021
D/P: April 30, 2021
CHAPTER 127 Towing Service


All charges for both towing and labor must be listed on authorization forms accepted and signed for by the person in charge of the disabled vehicle before it shall be towed from its point of origin. Towing charges, regardless of the equipment needed, anywhere within the Village of Hempstead shall be $175 per tow, except as otherwise provided herein. Use of a winch-out service for a vehicle that is overturned or on its side shall be $150. For vehicles over two tons and less than three tons, there shall be a towing surcharge of $25 and a daily storage charge of $25. For vehicles between three tons and less than five tons, there shall be a towing surcharge of $125 and a daily storage charge of $25. For vehicles between five and nine tons, there shall be a towing surcharge of $500 and a daily storage charge of $50. For vehicles over nine tons, there shall be a towing surcharge of $750 and a daily storage fee of $100. The charges for towing shall not be estimated or otherwise altered or based upon the availability of two cars. Inside and outside storage fees shall be at the rate of $25 per twenty-four-hour period, except as otherwise provided herein. The fee for materials and labor for cleanup, if necessary, shall be $25. The fee for vehicles towed without ignition and/or door key shall incur a surcharge of $45. All vehicles shall be stored on the premises of the licensee, whether indoors or outdoors, and no vehicles shall be stored on any public street. These towing and storage charges shall not apply to the towing of motor trucks exceeding 1 1/2 tons' capacity, nor shall they apply to towing under a contract which was in existence prior to the motor vehicle involved having become disabled.
AGENDA – May 4, 2021

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 Stephany Braxton, Deputy Village Clerk the Board of Trustees hereby waives a reading of the minutes of the Regular meeting of April 20, 2021 and accepts them as reviewed.

Moved by Trustee ________ that the reading of the minutes of the Regular meeting of April 20, 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

**General Business License:**

- **M & V Grocery Corp.**: Renewal
  - Bernardo R. Martinez
  - 193 Baldwin Road

- **88 Auto Security & Sound Inc.**: Renewal
  - Shu Ying Zheng
  - 33 South Franklin Street

- **GGAWEN LLC dba Angel’s Nail**: Renewal
  - Ci Yi Huang
  - 53 Main Street

- **Upscale Cutz**: Renewal
  - Robert Leach
  - 292 Greenwich Street

- **Fish Fry Fridays LLC**: New
  - Michael Barnett
  - 296 Greenwich Street

- **Vermont Ave Child Care LLC dba New Stream Learning**: New
  - Doron Spleen
  - 352 Fulton Ave

- **Shoes & More Corp.**: New
  - Christian E. Saravia Gutierrez
  - 380 Fulton Ave

**Landscaping:**

- **Venturas Landscape**
  - Andres Venturas
  - 29 Continental Place, Glen Cove, NY 11542

- **Jose Landscape**
  - Jose Alvarenga
  - 167 Dikeman Street, Hempstead, NY 11550
Lorenzo Zaino Landscaping
Lorenzo Zaino
100 Hardy Lane, Westbury, NY 11590

Mezzaucella Contractors Corp.
Nicola Mezzaucella
36 Barrymore Blvd, Franklin Square NY 11010

King Grass Landscaping
Jose Banegas
294 Park Ave, Roosevelt, NY 11575

Felix Landscaping
Felix Cubias
21 Russell Pl, Freeport, NY 11520

**Taxi Hack License for approval**

Antonio Mely Vasquez Uceda
135 Clinton St, Apt 5G, Hempstead, NY 11550

Dukenson Idore
1060 Woodfield Rd, West Hempstead NY 11552
JUSTICE COURT (Monthly Report submitted by Village Justice Paul R. Delle)

Report of the Village Justice for the month of March 2021

Total number of cases before the court 2,057

Total monies remitted to Village Comptroller $212,668.00

(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 Keisha Marshall, Village Attorney, the Board of Trustees hereby vacates Property Taxes for 2020 and 2021 tax years and tax liens for the same years on property known as 130 N. Franklin St, Section 34, Block 330, Lot 006.

WHEREAS, Abundant Life Christian Center (hereinafter referred to as “Abundant Life Christian Center”), a not-for-profit Church located at 130 N. Franklin Street, Hempstead, New York 11550, Section 34, Block 330, Lot 006, purchased this property in June, 2019; and

WHEREAS, Abundant Life Christian Center failed to file for a tax exemption for the tax years 2020 and 2021 after taking possession of the property, but subsequently received an exemption for 2021 and 2022; and

WHEREAS, Section 420-a(11) of the Real Property Tax Law provides for a retroactive tax exemption for a religious institution provided it is acceptable to the Village Assessor; and

WHEREAS, the Assessor has advised that the retroactive tax exemption is acceptable to her, since Abundant Life Christian Center already has a tax exemption for 2021 and 2022.

NOW, THEREFORE, BE IT RESOLVED that a tax exemption is granted to Abundant Life Christian Center for tax years 2020 and 2021; and

BE IT FURTHER ADVISED that the Superintendent of Tax and Water is directed to vacate any and all tax obligations not yet ripe for lien status which may be due.
regarding the said premises and all tax liens, for the premises described as 130 N. Franklin Street, Hempstead, New York 11550, Section 34 Block 330 Lot 006.

Moved by Trustee _____________________
Seconded by Trustee _________________
RESOLVED, that upon the recommendation of Jacqueline M. Zore-Smrek, Deputy Village Attorney, the Board of Trustees hereby approves the settlement of Tax Certiorari matter with Carole Taylor, for the properties known as 23 Sammis Pl., 9-11 Morton Ave., 31 Lafayett Ave., 14 Ormond St., 24-26 Ormond St., 184-16 Washington St., 196-198 Wellington St., 287-289 Stewart Ave., and 25-27 Tyler Ave., Hempstead, New York in a total of $90,000.00 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. 405909/16, in case entitled “In the Matter of the Application of Carole Taylor, Petitioner, against The Assessor of the Village of Hempstead and the Board of Assessment Review, 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 34, Block 186, Lots 230-231, known as 23 Sammis Place, for the premises described as Section 34, Block 199, Lot 553, known as 9-11 Morton Avenue, for the premises described as Section 34, Block 206, Lots 146, 147, as known as 31 Lafayette Avenue, for the premises described as Section 34, Block 206, Lots 456, known as 14 Ormond Street, for the premises described as Section 34, Block 206, Lot 459, known as 24-26 Ormond Street, for the premises described as Section 34, Block 214, Lot 82, known as 184-186 Washington Street, for the premises described as Section 34, Block 220, Lots 22-23, known as 196-198 Wellington Street, for the premises described as Section 34, Block 220, Lot 1003, known as 287-289 Stewart Avenue, and for the premises described as Section 35, Block 640, Lot 114, known as 25-27 Tyler 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 Carole Taylor, a total of $90,000.00, to resolve the issue of the true tax assessment for the 2013/14 through 2020/21 tax years, payable as follows: the first installment of payment of $30,000.00 shall be paid within 90 days of receipt by the Village of the Order and Judgment and notice of entry with proof of payment of taxes, the second installment payment of $30,000.00 shall be paid by
July 31, 2022, and the third installment of $30,000.00 shall be paid by September 30, 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to Carole Taylor, a total of $90,000.00, to resolve the issue of the true tax assessment for the 2013/14 through 2020/21 tax years, as follows: the first installment of payment of $30,000.00 shall be paid within 90 days of receipt by the Village of the Order and Judgment and notice of entry with proof of payment of taxes, the second installment payment of $30,000.00 shall be paid by July 31, 2022, and the third installment of $30,000.00 shall be paid by September 30, 2022; and

BE IT FURTHER RESOLVED, that the issue of the prospective tax assessment for the tax years 2021/22, 2022/23 and 2023/24 for Section 34, Block 199, Lot 553, known as 9-11 Morton Avenue, will be $9,000.00 and that no protest will be filed by Carole Taylor, for the tax years 2021/22, 2022/23 and 2023/24; and

BE IT FURTHER RESOLVED, that the issue of the prospective tax assessment for the tax years 2021/22, 2022/23 and 2023/24 for Section 34, Block 220, Lots 22-23, known as 196-198 Wellington Street, will be $7,800.00 and that no protest will be filed by Carole Taylor, for the tax years 2021/22, 2022/23 and 2023/24; and

BE IT FURTHER RESOLVED, that the issue of the prospective tax assessment for the tax years 2021/22, 2022/23 and 2023/24 for Section 34, Block 206, Lots 456, known as 14 Ormond Street, will be $6,700.00 and that no protest will be filed by Carole Taylor, for the tax years 2021/22, 2022/23 and 2023/24; and

BE IT FURTHER RESOLVED, that the issue of the prospective tax assessment for the tax years 2021/22, 2022/23 and 2023/24 for Section 34, Block 640, Lots 114, known as 25-27 Tyler Avenue, will be $8,200.00 and that no protest will be filed by Carole Taylor, for the tax years 2021/22, 2022/23 and 2023/24; and
BE IT FURTHER RESOLVED that the Superintendent of Tax & Water is directed to issue an amended tax bill to reflect the reduction in assessed value in the 2021/22 year’s taxes for those properties receiving a reduction in assessed value; and

BE IT FURTHER RESOLVED, that any penalties accrued prior to the issuance of the amended tax bill will be waived; and

BE IT FURTHER RESOLVED that there will no reduction in assessed value for the following: the premises described as Section 34, Block 206, Lot 459, known as 24-26 Ormond Street, for the premises described as Section 34, Block 206, Lots 146, 147, as known as 31 Lafayette Avenue, for the premises described as Section 34, Block 214, Lot 82, known as 184-186 Washington Street and for the premises described as Section 34, Block 186, Lots 230-231, known as 23 Sammis Place; 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 23 Sammis Place, 9-11 Morton Avenue, 31 Lafayette Avenue, 14 Ormond Street, 24-26 Ormond Street, 184-186 Washington Street, 196-198 Wellington Street, 287-289 Stewart Avenue and 25-27 Tyler Avenue, 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 ___________________________
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 186, Lot(s) 230-231, Section 34, Block 199, Lot(s) 553, Section 34, Block 206, Lot(s) 146-147, Section 34, Block 206, Lot(s) 456, Section 34, Block 206, Lot(s) 459, Section 34, Block 214, Lot(s) 82, Section 34, Block 220, Lot(s) 22-23, Section 34, Block 220, Lot(s) 1003, and Section 35, Block 640, Lot(s) 114 for the tax years 2013/14 through 2020/21, 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, with prejudice, pending receipt of the full refund.

2. The within consolidated proceedings shall be settled for a lump sum cash refund of $90,000.00 without interest in accordance with this Stipulation. If the Village is in receipt of a certified copy of the duly signed and entered Order and Judgment with proof of payment of taxes after January 1, 2021, but before April 1, 2021, then the first installment payment of $30,000.00 shall be paid within 90 days of receipt by the Village of the Order and Judgment and Notice of Entry with proof of payment of taxes, the second installment payment of $30,000.00 shall be paid by July 31, 2021 and the third installment payment of $30,000.00 shall be paid by July 31, 2022; or if the Village is in receipt of the Order and Judgment and Notice of Entry with proof of payment of taxes on or after April 1, 2021, the first installment payment of $30,000.00 shall be paid within 90 days of receipt by the Village of the Order and Judgment and Notice of Entry with proof of payment of taxes, the second installment payment of $30,000.00 shall be paid by July 31, 2022 and the third installment
payment of $30,000.00 shall be paid by September 30, 2022. Payment of all refunds shall be made to "Forchelli Deegan Terrana LLP", as attorneys for petitioner. Any late payment shall accrue interest at five percent (5%) per annum.

3. The proceedings for the 2013/14 through 2020/21 tax years shall be and the same hereby are discontinued, with prejudice, pending receipt of the full refund.

4. In further consideration of said settlement, in the event the Village of Hempstead shall assess these properties, in accordance with the following chart, for the 2021/22, 2022/23 and 2023/24 tax years, the Petitioner agrees not to file a Petition for assessment review for said years.

<table>
<thead>
<tr>
<th>Tax Map ID</th>
<th>Original Assessment</th>
<th>Reduced Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>34/199/553</td>
<td>11,200</td>
<td>9,000</td>
</tr>
<tr>
<td>34/220/22-23</td>
<td>10,200</td>
<td>7,800</td>
</tr>
<tr>
<td>34/206/459</td>
<td>8,550</td>
<td>No reduction in AV</td>
</tr>
<tr>
<td>34/206/146,147</td>
<td>8,000</td>
<td>No reduction in AV</td>
</tr>
<tr>
<td>34/214/82</td>
<td>7,850</td>
<td>No reduction in AV</td>
</tr>
<tr>
<td>34/206/456</td>
<td>7,700</td>
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</tr>
<tr>
<td>34/220/1003</td>
<td>9,100</td>
<td>8,850</td>
</tr>
<tr>
<td>35/640/114</td>
<td>9,650</td>
<td>8,200</td>
</tr>
<tr>
<td>34/186/230-231</td>
<td>7,550</td>
<td>No reduction in AV</td>
</tr>
</tbody>
</table>

Should the respective subject properties fall within the purview of the Real Property
Tax Law Section 727(2), the provisions of this paragraph shall be deemed null and void.

5. Further, the Petitioner, by his attorney, warrants and represents that to his knowledge, no other person, partnership, corporation or other legal entity has an interest in these proceedings, as modified by paragraphs 6 and 7, below, and further warrants, 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 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 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 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 Village of Hempstead free and harmless from any all liability arising therefrom, and for any duplicate payment of a tax refund.

6. Petitioner represents that CCJNELSON LLC is the purported owner of the subject properties with tax map ID 34/206/459 and 34/206/456, 24-26 Ormond St. and 14 Ormond St, respectively. Petitioner represents that it either directly, or through its estate, assigns or successors has a controlling interest in CCJNELSON LLC and that such entity
holds Respondent harmless with respect to those proceedings and abides by this Stipulation of Settlement.

7. Petitioner and Verda Douglas are the purported owners of the subject property with tax map ID 34/220/22-23, known as 196-198 Wellington Street. Counsel for Petitioner represents both owners of the subject property and that both owners agree to hold Respondent harmless with respect to these proceedings and abide by this Stipulation of Settlement.

8. All proceedings are withdrawn without costs or disbursements to either party.

Dated: Uniondale, New York  
November 16, 2020

DOUGLAS W. ATKINS, ESQ.  
Attorney for Petitioner  
FORCHELLI DEEGAN TERRANA LLP  
333 Earle Ovington Blvd., Suite 1010  
Uniondale, New York 11501  
(516) 248-1700

JACQUELINE ZORE-SMREK, ESQ.  
Attorney for Respondent  
VILLAGE OF HEMPSSTEAD  
99 Nichols Court  
Hempstead, New York 11550  
(516) 489-3400
RESOLVED, that upon the recommendation of Jacqueline M. Zore-Smrek, Deputy Village Attorney, the Board of Trustees hereby approves the settlement of Tax Certiorari matter with Robert Savino, for the property known as 19 West Columbia St., Hempstead, New York in a total of $24,000.00 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. 404823/17, in case entitled “In the Matter of Robert Savino, Petitioner, against The Assessor of the Village of Hempstead and the Board of Assessment Review, Respondents” to resolve the issue of the true assessment, both retroactively and prospectively, for the 2014/15 through 2019/20 tax years, for real property tax purposes, for the premises described as Section 34, Block 195, Lots 128, known as 19 West Columbia 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 Robert Savino, owner of 19 West Columbia Street, a total of $24,000.00, to resolve the issue of the true tax assessment for the 2014/15 through 2019/20 tax years, payable in one lump sum within 90 days after receipt by the Village of the Order and Judgment with Notice of Entry;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Incorporated Village of Hempstead, that the Village refund to Robert Savino, owner of 19 West Columbia Street, a total of $24,000.00, to resolve the issue of the true tax assessment for the 2014/15 through 2019/20 tax years, payable in one lump sum within 90 days after receipt by the Village of the Order and Judgment with Notice of Entry; and

BE IT FURTHER RESOLVED, that, upon payment of the total refund, the certiorari tax proceedings brought on behalf of Robert Savino, for property known as 19 West Columbia Street, Hempstead, New York 11550, for the tax years 2014/15 through 2019/20, 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 2020/21, 2021/22, and 2022/23 will be $18,800.00 and that no protest
will be filed by Robert Savino, owner of property known as 19 West Columbia Street, Hempstead, NY, for the tax years 2020/21, 2021/22, and 2022/23; and

**BE IT FURTHER RESOLVED** that the Superintendent of Tax & Water is directed to issue an amended tax bill to reflect the reduction in assessed value in the 2021/22 year’s taxes; and

**BE IT FURTHER RESOLVED**, that any penalties accrued prior to the issuance of the amended tax bill will be waived; 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 ___________________________
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 195, Lot(s) 128 for the tax years 2014/15 through 2019/20, 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, with prejudice, pending receipt of the full refund.

2. The within consolidated proceedings shall be settled for a lump sum cash refund

- 1 -
of $24,000.00 without interest in accordance with this Stipulation. Payment of the refund shall be made to "Forschelli Deegan Terrana LLP", as attorneys for petitioner, within ninety (90) days of the Village's receipt of the Order and Judgment with Notice of Entry. Any late payment shall accrue interest at five percent (5%) per annum.

3. The proceedings for the 2014/15 through 2019/20 tax years shall be and the same hereby are discontinued, with prejudice, pending receipt of the full refund.

4. In further consideration of said settlement, in the event the Village of Hempstead shall assess this property at $18,800 for the 2020/21, 2021/22 and 2022/23 tax years, the Petitioner agrees not to file a Petition for assessment review for said years. Should the subject property fall within the purview of the Real Property Tax Law Section 727(2), the provisions of this paragraph shall be deemed null and void.

5. Further, the Petitioner, by his attorney, 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 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 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 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 Village of Hempstead free and harmless from any all liability arising therefrom, and for any duplicate payment of a tax refund.

6. At the time of the institution of this case, Petitioner Robert Savino and Angela Savino were the purported owners of the of the subject property with tax map ID 34/195/128, known as 19 W. Columbia Street. Sometime on or about the 2018/19 tax year, Robert Savino passed, and his surviving spouse now owns the property through the LLC known as 19 W Columbia St. LLC. Counsel for Petitioner represents the owner of the subject property, as well as the related LLC, and owner agrees to hold Respondent harmless with respect to these proceedings and abide by the Stipulation of Settlement.

7. All proceeds are withdrawn without costs or disbursements to either party.

Dated: Uniondale, New York
November 16, 2020

NICOLE S. FORCHELLI, ESQ.
Attorney for Petitioner
FORCHELLI DEEGAN TERRANA LLP
333 Earle Ovington Blvd., Suite 1010
Uniondale, New York 11551
(516) 248-1700

JACQUELINE ZORE-SMIREK, ESQ.
Attorney for Respondent
VILLAGE OF HEMPSTEAD
99 James A. Garner Way
Hempstead, New York 11550
(516) 489-3400
RESOLVED that upon the recommendation of Keisha Marshall, Village Attorney that the Mayor and Board of Trustees hereby approves to enter into an agreement with The Board of Education of the Hempstead Union Free School District, 185 Peninsula Blvd, Hempstead, New York, 11550, to utilize thirty (30) parking spaces, located in Parking Field #14 (#400 through and including #429) and ten (10) additional parking (#610 through and including #619) in Parking Field #5C from June 1, 2021 through May 31, 2022.

Moved by Trustee _______________
Seconded by Trustee _______________
PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _day of _ month, 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) The Board of Education of the Hempstead Union Free School District, having its principal office at 185 Peninsula Boulevard, 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 thirty (30) parking spaces all which are located in Station Plaza s/k/a Parking Field #14 spaces (#400 through and including #429), and ten (10) additional parking spaces (#610 through and including #619) in Parking Field #5C. Both fields are in the Incorporated Village of Hempstead, Nassau County, New York.

WHEREAS, the LICENSOR is the operator and owner of the Station Plaza s/k/a Parking Field #14 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 #5C, RDUA Parcels 5C, LLC and Parking Field #14 RDUA Parcels #14 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 June 1, 2021 and shall expire on the 31st day of May, 2022, 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 June 15th, Sept 15th, Dec 15th, and Mar 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.

3. Decals. LICENSOR shall issue to LICENSEE parking decals for display for all assigned parking spaces in PARKING FIELD #14 s/k/a Station Plaza and PARKING FIELD #5C, which must be displayed on the small rearview side mirror behind the driver of the vehicle of the individual recipient, and said vehicle shall be parked in one of the thirty (30) assigned parking spaces in PARKING FIELD #14 and in one of the ten (10) spaces in PARKING FIELD #5C, 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 #14 or PARKING FIELD #5C, unless such interruption renders PARKING FIELD #14 and PARKING FIELD #5C (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 #14 and PARKING FIELD #5C 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 #14 and PARKING FIELD #5C. 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 or PARKING FIELD #5C. Any alterations, changes, modifications or additions to PARKING FIELD #14 and PARKING FIELD #5C 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 #14 and PARKING FIELD #5C at all reasonable times, to examine the condition of both parking fields.

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 #14 and PARKING FIELD #5C 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 #14 and PARKING FIELD #5C 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 FIELDS. 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 #14 and PARKING FIELD #5C 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 #14 AND PARKING FIELD #5C, including coverage for bodily injury (including death and mental anguish), broad form property damage, premises/operations and hazards thereof, 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 RDUA 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 RDUA with Certificate of Insurance and a copy of the declaration page with an endorsement providing additional insured status or the actual endorsement 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 RDUA of the same and deliver to the LICENSOR, Owner and RDUA 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 100 Main 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 #14 and PARKING FIELD #5C.

(b) The LICENSEE has made the selection of PARKING FIELD #14 and PARKING FIELD #5C 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 #14 and PARKING FIELD #5C 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 LICENSOR’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 and PARKING FIELD #5C.

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. James Clark, 185 Peninsula Boulevard, 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 a executive member of the Hempstead School Board. Execution of the Agreement by LICENSOR's Mayor and Hempstead School Board 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

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**Schedule**

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**Total payment**: $40,000.00
____ RESOLVED that upon the recommendation of Keisha Marshall, Village Attorney that the Mayor and Board of Trustees hereby approves to enter into an agreement with Mobile Health Management Services, 129 Jackson St, Hempstead, New York, 11550, to utilize twenty-one (21) parking spaces, located in Municipal Parking Field #7 from June 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) Mobile Health Management Services, having an office at 129 Jackson Street, 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), servart(ant)(agent(s) and/or independent contractor(ant)(s), and has requested the LICENSOR to license to the LICENSEE the exclusive and non-transferable right to utilize twenty-one (21) spaces all which are located in Municipal Parking Field #7, situated in the Incorporated Village of Hempstead, Nassau County, New York.

WHEREAS, the LICENSOR is the operator of the Parking Field #7 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 #7, RDUA Parcels 7, 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 June 1, 2021 and shall expire on the 31st day of May, 2023, unless sooner terminated pursuant to Clause 15 hereof.

2. **License 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 June 15th, Sept 15th, Dec 15th and Mar 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.

3. **Decals.** LICENSOR shall issue to LICENSEE parking decals for display for all assigned parking spaces in PARKING FIELD #7, which must be displayed on the small rearview side window behind the driver of the vehicle of the individual recipient, and said vehicle shall be parked in one of the twenty-one (21) assigned parking spaces in PARKING FIELD #7, 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.
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 RDUA 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 RDUA with Certificates of Insurance and a copy of the declaration page with an endorsement providing additional insured status or the actual endorsement 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 RDUA of the same and deliver to the LICENSOR, Owner and RDUA 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, transfer 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 or its interest in the building located at 129 Jackson Street, Hempstead, 11550 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 5. The LICENSOR makes no express or implied warranties concerning PARKING FIELD #7.

(b) The LICENSEE has made the selection of PARKING FIELD #7 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 #7 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 #7.

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. Andrew Shulman, 129 Jackson Street, 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 Andrew Shulman. Execution of the Agreement by LICENSOR's Mayor and Mr. Andrew Shulman, 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**

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<tr>
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**Schedule**

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<td></td>
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<td>$20,958.00</td>
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*Please note that our rates have been changed from $3.00 to $4.00.*
____RESOLVED, that upon the recommendation of Keisha Marshall, Village Attorney, the Board of Trustees hereby approve amending §§ 127-22 of the Code of the Incorporated Village of Hempstead Chapter One Hundred Twenty-Seven, entitled “Towing Service.”, as discussed at public hearing, which was held earlier today.

Moved by Trustee __________
Seconded by Trustee __________
____RESOLVED, that upon the recommendation of Mayor Hobbs, the Board of Trustees approves to appoint Rodney Lawrence as a member to the Traffic Safety Board expiring on April 3, 2023. To be ratified

Moved by Trustee _____________________
Seconded by Trustee __________________
The appointment of Kimberley M. McLean as Special Counsel in the Village Court at a rate of $65.00 per hour.

Moved by Trustee __________
Seconded by Trustee _______
RESOLVED, that upon the recommendation of Joe Simone, Superintendent of Building Department, the Board of Trustees hereby approves the issuance of the following license:

**Master Electrician**

Mr. Freddy Sanchez  
322 New South Road  
Hicksville, NY 11801

Moved by Trustee _____________________  
Seconded by Trustee __________________
Clerk offers the following resolution for adoption:

Moved by Trustee __________ that authorization be granted for Hempstead Chamber of Commerce, 1776 Denton Green Park, Hempstead, New York 11550 to hold a Women’s Event on Saturday, May 1, 2021 from 12:00 pm to 2:00 pm at Denton Green Park. 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. to be ratified

Seconded by Trustee ____________
Clerk offers the following resolution for adoption:

Moved by Trustee __________ that authorization be granted for Eye on the Ball Productions Inc., 423 W 55th St New York, NY, 11095, to hold a Film Shoot on May 6, 2021, May 11, 2021 and May 12, 2021 at a total cost of $22,348.00. 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. to be ratified

Seconded by Trustee ____________
Clerk offers the following resolution for adoption:

Moved by Trustee __________ that authorization be granted for The Salvation Army, 65 Atlantic Ave, Hempstead, New York 11550 to hold an Women's Event on Thursday, May 15, 2021 from 1:00 pm to 4:00 pm at parking lot across from 65 Atlantic Ave, at the total cost of $240.00. 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.

Seconded by Trustee __________
Clerk offers the following resolution for adoption:

Moved by Trustee ___________ that authorization be granted for United Health Care, 250 Fulton Ave, Hempstead, New York 11550 to hold a Community Event on Saturday, May 1, 2021 from 10:00 am to 1:00 pm at 250 Fulton Ave and Municipal Parking Field #4. 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. to be ratified

Seconded by Trustee _____________
RESOLVED, that upon the recommendation of Chad Mott, Fire Chief, that the Board of Trustees hereby approves for Village of Hempstead to schedule a public hearing on Tuesday, June 1, 2021 at 6:15 p.m. to consider entering into an agreement with the Village of Hempstead Fire Department to provide Fire protection and emergency services for the Incorporated Village of Hempstead.

Moved by Trustee ______________
Seconded by Trustee ____________
RESOLVED, that upon the recommendation Frank Germinaro, Director, Public of Works, hereby appoint and/or approve the following appointment to the position of Parking Meter Servicer 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>Robert Miller</td>
<td>DPW- Parking Meters</td>
<td>$65,318 yr</td>
</tr>
<tr>
<td></td>
<td>Parking Meter Servicer</td>
<td>upon Approval</td>
</tr>
<tr>
<td></td>
<td>Grade 108/6 New</td>
<td></td>
</tr>
</tbody>
</table>

Moved by Trustee ____________________________
Seconded by Trustee _________________________
RESOLVED, that upon the recommendation Frank Germinaro, Director, Public of Works, hereby appoint and/or approve the following appointment 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>Sabir Council</td>
<td>DPW- Sanitation Laborer-PT</td>
<td>$14.91/hr upon Approval</td>
</tr>
<tr>
<td>(New Hire)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Moved by Trustee _________________
Seconded by Trustee _______________
____RESOLVED, that upon the recommendation Frank Germinaro, Director, Public of Works, hereby appoint and/or approve the following appointment 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>Tre Corbett</td>
<td>DPW- Sanitation Laborer-PT</td>
<td>$14.91 hr</td>
</tr>
<tr>
<td>(New Hire)</td>
<td></td>
<td>upon Approval</td>
</tr>
</tbody>
</table>

Moved by Trustee ________________
Seconded by Trustee ______________
RESOLVED, that upon the recommendation Frank Germinaro, Director, Public of Works, hereby appoint and/or approve the following appointment 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>Squire Alexander</td>
<td>DPW- Sanitation</td>
<td>$14.91 hr</td>
</tr>
<tr>
<td></td>
<td>Laborer-PT</td>
<td>upon Approval</td>
</tr>
</tbody>
</table>

New Hire

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 May 4, 2021 be approved as previously reviewed.

Moved by Trustee ____________
Seconded by Trustee ____________