

**RECOGNITION TO STUDENTS THAT PARTICIPATED IN SENIOR COMPUTER
CLASS**

Lucy Acosta

Joselyn Alvarez

Dania Arias

Pablo Herrera

Dareno Ekong

Mokutima Ekong

Nsikai Ekong

Leslie Lima

Anthony Martinez

Madeline Sanchez

Jayden Narcisse

Carlos Flores

AGENDA – June 7, 2016

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 Duszkievicz, Library Director

Traffic Safety Board – Lt. Michalski / Chairperson Mary Burns

Hempstead Coordinating Council of Civics Association – Reginald Lu
Youth Council – Moises Herrera

Board of Zoning Appeals – Chairperson Edwin Monteverde

Planning Board – Chairperson Stephen Bullock

Hempstead Housing Authority – Executive Director Rosemary Olsen

Community Development Agency – Commissioner Danielle Oglesby

Electrical Board – Chairperson Raymond Polaski

Plumbing Board – Chairperson Kelly Magee

AGENDA – June 7, 2016

_____ Clerk asks the Board if they wish to have the minutes of the **Regular Meeting** of **May 17, 2016** read aloud:

Moved by Trustee _____ that the reading of the minutes of the **Regular Meeting** of **May 17, 2016** dispensed with and that they be accepted as reviewed.

Seconded by Trustee _____

AGENDA – June 7, 2016

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

Business License for approval

El Miranda Restaurant
221 Fulton Ave.

Lucky DNY81 Inc. (Restaurant)
81-A Main St.

Fulton Diner/175 Fulton Diner LLC
175 Fulton Ave.

Yancy Unisex Salon
35-B Main St.

Velasquez Deli Inc.
50 Clinton St. Lobby Café

El Tucanazo Bar Restaurant Inc.
5 Front Street

Nison Watch & Jewelry
67 Main Street

Karim Restaurant Corp DBA Mi Tierrita
31 North Franklin Street

Victorias Pizza & Fried Chicken Rest.
751 Front Street

Pepe's Deli & Grill
15 Main Street

JH Boutique
68 North Franklin St.

Law Office Raymond W. Verdi Jr. PC
50 Clinton St. Ste. 99

GNC Store # 9646
158 Fulton Ave.

Rainbow Unisex Beauty Salon
374 Fulton Ave.

Tom Tours Services Inc.

Fancy Nail of Hempstead dba Garden City Nails

50 Clinton St.

137 Jackson St.

U-Haul International
450 Fulton Ave.

Kiana Deli Corp.
205 Harvard St.

Affordable Bails New York Inc.
90 Main St.

Petro Value LLC
699 Fulton Ave.

Long Island Beauty School
173-A Fulton Ave.

A & A Boutique Corp.
237 Fulton Ave.

KM Electrical & Celullar Inc.
69 Main St.

Kayla Enterprise Inc. dba El Mango Deli
229 Fulton Ave.

La Villa Lounge Corp. (Business & Cabaret)
273 Fulton Ave.

Jofel Pub Inc./Obseccion Bar Business Cabaret
21 North Franklin St.

Yo Carlos Inc. (Cabaret)
64 Wellington

Socios Deli Inc.
290 Greenwich St.

Satkar Minimart Inc.
567 Greenwich St.

Skky Wireless
127 Fulton Ave.

El Sabor del Chef Restaurant
46-A Fulton Ave.

Hempstead Furniture Corp.
150 Main St.

Cornelius Robinson dba
Brother Robinson & Genesis Soul Food
143 North Franklin St.

No.1 Chinese Restaurant
212 So. Franklin St.

Lucky Dragon
419 Clinton St.

Fulton Used Cars Inc.
530 Fulton Ave.

San Loco Ink.
80 Main St.

La Fuente Restaurant Corp.
622 Fulton Ave.

Amazing Discounts & More Inc.
203 South Franklin St.

J & R Accounting & Tax Services
134-C North Franklin St.

Jose Jewelry Repair Corp.
81 Main St.

M & S Fresh Fish Inc.
71 Main St.

The Pepboys- Manny Moe Jack
320 Peninsula Blvd.

Elegant Center
370 Fulton Ave.

Gal Gazit MDB Medical Weight Control
36 North Franklin St.

Town Laundromat
397 Clinton St.

Tony's Restaurant
397 Clinton St.

Camoneno Deli Corp dba Metapaneco Deli
478 So. Franklin St.

HF Management Services LLC DBA Healthfirst
50 Clinton St.

El Mofongo Restaurant
684 Fulton Ave.

Kennedy Chicken
692 Fulton Ave.

Hemisphere Real State Inc.
678 Fulton Ave.

Dr. Stephen Posovsky
50 Clinton St. Ste 100

Jackson Hewitt
66 North Franklin St.

Atale Inc.
46 Fulton Ave.

Vishma Inc.
73-B Main St.

AGENDA – June 7, 2016

_____ Clerk offers the following resolution for adoption

Moved by Trustee _____ that authorization be granted for the Village of Hempstead to enter into an agreement with The County of Nassau, 1550 Franklin Ave, Mineola, New York 11501, to construct, operate and maintain a new sewage pumping station on the triangular property bounded by Front Street, Clinton Street and Peninsula Blvd. at the County Sole cost and expense and the Mayor be and hereby is authorized to execute said agreement on behalf of the Village of Hempstead on such terms and conditions as may be acceptable to the Village Attorney.

Seconded by Trustee _____

**AGREEMENT BETWEEN
THE COUNTY OF NASSAU, NEW YORK,
AND
THE INCORPORATED VILLAGE OF HEMPSTEAD**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”) made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the COUNTY OF NASSAU, a municipal corporation having its principal offices at Fifteen Fifty Franklin Avenue, Mineola, New York 11501 (the “County”) and the INCORPORATED VILLAGE OF HEMPSTEAD, a municipal corporation having offices at 99 Nichols Court, Hempstead, NY 11550 (the “Village”).

WITNESSETH:

WHEREAS, the County and the Village (collectively, the “Parties”, and individually, a “Party”) are authorized, pursuant to both Article 9, § 1 of the New York State (the “State”) Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which are available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, the Village and the County recognize that rerouting sewage conveyance in certain portions of the Village will benefit the Village and the County;

WHEREAS, an inadequate sewage conveyance system will limit growth and redevelopment within the Village and potentially overburden the County sewage conveyance system that is connected to the Village sewage conveyance system;

WHEREAS, the Village and the County wish to minimize the disruption to Village residents by performing Village sewer improvement work that is collocated with County sewer improvement work at the same time as the County work, utilizing the County contractors; and

WHEREAS, the Parties do hereby authorize inter-municipal cooperation to improve sewage conveyance facilities in the Village;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto do agree as follows:

1. Term. The term of this Agreement shall commence when is last executed by the Parties (the “Commencement Date”) and shall terminate when all Parties have fulfilled their respective obligations hereunder, unless this Agreement is sooner terminated in accordance with its terms.

2. The Project. (a) The County shall, at its sole cost and expense, construct, operate and maintain a new sewage pumping station on the triangular property bounded by Front Street, Clinton Street and Peninsula Boulevard, in the Village of Hempstead, SBL: 34/350/119, as depicted in the “Pump Station Lot” drawing, and force main as depicted in the “overall Force Main Site Plan” drawing, and in the Scope of Work attached as exhibit A (“County Work”). The Village grants permission to the County to construct, operate and maintain any portion of the County Work on property owned by the Village.

(b) The County, at the request of the Village, shall replace existing Village gravity sewers within the County Work area (“Village Work”). The Village shall reimburse the County for the cost of the Village Work. The County contractors performing the County work will also perform the Village Work.

(c) Project Administration; Duty of Care. The County shall exercise the same care in administering and monitoring the Project as the County exercises with respect to similar activities in which there is no participation by other municipalities. The Village shall not be liable for any acts or omissions of the County or any County contractor(s) employed in connection with the Project except for acts or omissions amounting to negligence or willful misconduct by the Village. The Village and their representatives shall have the right, from time to time at reasonable times, to inspect the Project and the work being undertaken hereunder. The Village shall cooperate with the County’s or New York State’s request for information as regards Environmental Facilities Corporation Storm Mitigation Loan Program – EFC SMLP - funding for the project.

(d) Excessive Costs. Any change orders or additional funding necessary to complete the Project, shall be the sole responsibility of the County.

3. Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the “Indemnified Party”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) The indemnifying Party shall, upon the appropriate Indemnified Party's demand and at the Indemnified Party's direction, promptly and diligently defend, at the indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the Indemnified Party for which the indemnifying Party is responsible under this Section, and, further to the indemnifying Party's indemnification obligations, the indemnifying Party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The County shall require its Project contractors to name the Village as an additional insured on all insurance policies to which the County is included as an additional insured. The County shall require its Project contractors to indemnify the Village to the same extent the County is indemnified by its Project contractors.

(d) The provisions of this Section shall survive the termination of this Agreement.

4. Compliance With Law.

(a) Generally. The Parties shall comply with any and all applicable Federal, State and local Laws (as hereinafter defined), including, but not limited to, the State Environmental Quality Review Act and those laws relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The Parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Parties of such request prior to disclosure of the Information so that the Parties may take such action as it deems appropriate.

5. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the Village, or between the Village and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any

manner whatsoever.

6. Termination. (a) Generally. This Agreement may be terminated (i) for “Cause (as hereinafter defined)” by any Party upon ten (10) days’ written notice to the other Party, stating the reason for termination, (ii) upon mutual written Agreement of the Parties, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word “Cause” includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the Work; and (iii) the termination or impending termination of federal or state funding for the Work.

7. Accounting. The Parties shall maintain and retain, for a period of six (6) years following the expiration or earlier termination of the Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the County Comptroller, the Town Comptroller, the Village Clerk, and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

8. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in the State, and the Parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of the State, without regard to the conflict of laws provisions thereof. The Parties hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement

9. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) 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, (c) deemed given or made on the date the delivery receipt was signed, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the County Comptroller, to the attention of the Nassau County Comptroller at 240 Old Country Road, Hempstead, NY 11501, and (ii) if to a Party or the Parties, to the attention of the persons who executed this Agreement on behalf of the

respective Parties at the addresses first above written, or in each case to such other persons or addresses as shall be designated by written notice.

10. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of any Party to Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against any Party as drafter.

11. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement 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) subcontracted, without the prior written consent of the Nassau County Executive or his or her duly-designated deputy (the "County Executive") and the Board of Trustees of the Village, and any purported assignment, other disposal or modification without all such prior written consents shall be null and void. The failure of any Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. Entire Agreement. This Agreement represents the full and 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 Agreement.

15. Third Party Claims. Nothing in this Agreement shall create or give to third parties any claim or right of action against the any Party beyond such as may legally exist irrespective of this Agreement.

16. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. No Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all approvals have been obtained, including, if required, approval by the County Legislature and the Town Board and (ii) this Agreement has been executed by the County Executive and the Village Mayor.

(b) Availability of Funds. No Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the Parties from the state and/or federal governments.

17. Authority a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.

b) The undersigned representative of the Village hereby represents and warrants that the undersigned is an officer, director or agent of the Village with full legal rights, power and authority to sign this Agreement on behalf of the Village and to bind the Village with respect to the obligations enforceable against the Village in accordance with its terms.

{The rest of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the Parties.

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

VILLAGE OF HEMPSTEAD

By: _____
Name: _____
Title: _____
Date: _____

County of Nassau's Acknowledgement:

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2008 before me personally came _____, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is _____ of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Village's Acknowledgement

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____, in the year 2008 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of _____; that he is the _____ of the _____, the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority of the New York State _____ Law and the Code of the _____.

NOTARY PUBLIC

EXHIBIT “A” Project

Barnes Avenue SSO Correction Project

Joint Project between Nassau County Department of Public Works and the Village of Hempstead

Project Overview:

The County of Nassau, as part of its Barnes Avenue Sanitary Sewer Overflow (SSO) Correction Project, will be designing and constructing a new Flow Diversion Pump Station and associated Force Main. The new Flow Diversion Pump Station and Force Main will transfer a portion of the Village of Hempstead’s wastewater flow eastward to a connection point in the County’s sewer service area tributary to the Cedar Creek WPCP. The new pump station will be located on property owned by the County. The approximately three (3) mile long force main will be located within both Village and County roads with a small portion passing underneath a State Parkway (Meadowbrook Parkway).

The County will be responsible for the operation and maintenance (O&M) of the facility.

The project also includes miscellaneous improvements to the Newman’s Court pump station and force main to facilitate the transfer of wastewater to the new Flow Diversion pump station. The Newman’s Court pump station is currently owned, operated and maintained by the Village and will remain owned, operated and maintained by the Village after the project is complete.

Project Specifics:

The County has a capital project (3P311-09) underway to correct and mitigate sewer system overflows from the Baldwin sewage collection system. A key component of the project is the design and construction of a new flow diversion pump station that will divert approximately one-half of the existing sewage flows from the Village of Hempstead to the Cedar Creek WPCP thus relieving hydraulic and capacity deficiencies that currently exist in the main interceptor serving the Baldwin collection area. The new pump station would be sized to handle a peak flow of approximately 12 MGD and would allow for additional flow from future Village of Hempstead downtown redevelopment to be handled efficiently.

The site of the new Flow Diversion Pump Station will be on a +/- 5,000 square foot parcel owned by the County. The force main will traverse both Village (Ingraham Street) and County (Front Street and Jerusalem Avenue) roadways.

The Village will maintain the O&M responsibility for the Weekes Avenue Pump Station until such time as the new PS station is in service. If necessary, temporary bypass pumping

operations will be the responsibility of the County's contractor. An objective of the design will be to limit bypass operations to the minimum and maximize the existing station availability. Temporary shutdowns and bypasses may be required to accommodate tie-ins and relocations of utilities. Contract documents will require the County's contractor to have bypass pumping equipment on site and available to accommodate both scheduled and unscheduled bypass operations throughout the construction phase.

AGENDA – June 7, 2016

_____ Clerk offers the following resolution for adoption

Moved by Trustee _____ that authorization be granted for the Village of Hempstead to enter into an agreement with Municipal Audit Services, LLC (**“MUNI”**) 130 Shore Road, Suite 205. Port Washington, New York 11050 under which MUNI will review reports and receipts provided to the Village by the Cable and Video Companies. The Mayor be and he hereby is authorized to execute said agreement on behalf of the Incorporated Village of Hempstead on such terms and conditions as are acceptable to the Village Attorney.

Seconded by Trustee _____

AGREEMENT

This Agreement is made as of _____, 2016, by and between Municipal Audit Services, LLC (“MUNI”), a Delaware limited liability company having an address at 130 Shore Road, Suite 205, Port Washington, New York 11050, and the Incorporated Village of Hempstead, New York (the “Village”), a municipality incorporated under the laws of the State of New York having an address at 99 Nichols Court, Hempstead, New York 11550.

WHEREAS, the Village is entitled to Franchise Fees pursuant to certain agreements with Cable and Video Companies for certain services provided by Cable and Franchise Companies within the Village; and

WHEREAS, MUNI has represented to the Village that it has experience and knowledge regarding the review of these Franchise Fees.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Village and MUNI as follows:

1. MUNI will review the reports and receipts provided to the Village by the Cable and Video Companies regarding the Franchise Fees, as well as the relevant underlying records of the Cable and Video Companies, for the purpose of uncovering underpayments and other reporting errors. Such review will be conducted in order to (a) recover revenue and additional payments (including penalties and interest if applicable) that may be due to the Village for any past errors resulting from erroneous reporting and/or underpayments by the Cable and Video Companies (“prior period errors”), and (b) increase future revenue payments by causing the Cable and Video Companies to implement MUNI’s recommendations to correct underreporting and underpayment errors.
2. MUNI’s review shall encompass the period in accordance with the franchise agreement. _____
3. MUNI shall have the responsibility to negotiate and interact with the Cable and Video Companies on the Village’s behalf for the purpose of recovering historical revenues due to past errors and for the purpose of implementing recommendations to increase future revenues.
4. Except for the fees set forth below in paragraph 5, MUNI shall bear all the costs and expenses incurred in providing the services specified herein, and shall not charge the Village for these services.
5. As its fee for the services provided herein, MUNI shall be entitled to (a) forty-five percent (45%) of any additional Franchise Fees which the Village recovers from the Cable and Video Companies by reason of prior period errors and which result from erroneous reporting and underpayments uncovered as a result of MUNI’s services, and (b) twenty-five percent (25%)

of any future increase in Franchise Fees to which the Village becomes entitled to, and actually receives from, the Cable and Video Companies for the period until December 31, 2017 that result from the implementation of MUNI's recommendations. However, no such fees shall be due and payable to MUNI until the Village actually receives these increased payments from the Cable and Video Companies. Also, no fees shall be due to MUNI if it is unable to recover increased historical revenue or to generate increased future receipts.

6. Absent good cause shown, MUNI shall complete the performance of the services specified herein on or before 6 months from the date of this agreement. Upon completion of the services described herein, MUNI shall promptly return all Village records to the Village.

7. In the event that, prior to one year from the date of this agreement, MUNI enters into an agreement with a village which is a member of the Nassau or Suffolk County Village Officials Association that provides such village with more advantageous fee terms than those specified above in paragraph 5, then the Village shall automatically be entitled to the same terms, and this Agreement shall be deemed amended accordingly.

8. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement may not be assigned by any party hereto.

11. The parties acknowledge that they have read this Agreement in its entirety, and that they fully understand all the terms and conditions contained herein. The parties further acknowledge that they have signed this Agreement voluntarily and of their own free will after consultation with their respective attorneys. Each party further acknowledges that it is properly and fully empowered to enter into and execute this Agreement.

12. All parties agree that this Agreement was jointly negotiated and drafted by counsel for all parties hereto, and that this Agreement will not be construed against any party.

13. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may not be amended nor modified except in writing signed by all the parties hereto.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. Any lawsuit brought by a party hereto based on or arising from this Agreement shall be filed in the Supreme Court of the State of New York, Nassau County, or in the U.S. District Court, Eastern District of New York.

15. Each party shall execute and provide to the other parties such other and further documents as shall be necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VILLAGE OF HEMPSTEAD, NEW YORK
A village incorporated under the laws of the
State of New York.

MUNICIPAL AUDIT SERVICES, LLC

By: _____
Print Name:
Title:

By: _____
Name: Joseph J. Messina
Title: Managing Director

AGENDA – June 7, 2016

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE STATE AND MUNICIPAL FACILITIES PROGRAM (“SAM”) GRANT, FOR CONSTRUCTION OF AN ATHLETIC FIELD AT KENNEDY MEMORIAL PARK. THE GRANT AWARD IS IN THE AMOUNT OF \$840,000.00 FURTHERMORE IT IS ANTICIPATED THE PROJECT WILL REQUIRE SUPPLEMENTAL FUNDING UP TO \$360,000.00 WHICH IS ANTICIPATED TO BE SECURED THROUGH FUNDING APPROPRIATION. THE GRANT, PROJECT #7539 WILL BE ADMINISTERED BY DASNY.

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

Seconded by Trustee _____

AGENDA – June 7, 2016

_____ Clerk offers the following resolution for adoption

Moved by Trustee _____ that authorization be granted for the Village of Hempstead to enter into an agreement with Mark Design Studios Architecture, PC, 268 North Broadway, Suite 11, Hicksville, NY 11801, to design and prepare bid documents, and to provide construction administration services for the necessary repairs to the Village Courtroom and both public toilets for a cost of \$12,430.00. The Mayor be and he hereby is authorized to execute said agreement on behalf of the Incorporated Village of Hempstead on such terms and conditions as are acceptable to the Village Attorney.

Seconded by Trustee _____

AGENDA – June 7, 2016

_____ Clerk offers the following resolution for adoption

Moved by Trustee _____ that authorization is hereby granted for the honorary designation of St. Regis Place in the Incorporated Village of Hempstead as **“AKA Theta Iota Omega Way”** and steps be taken to post street signs setting forth this honorary designation, which will not change the legal name of St. Regis Place but merely provide for a second sign with the aforementioned designation.

Seconded by Trustee _____

AGENDA – June 7, 2016

Memorandum dated May 27, 2016 from Joseph Simone, Superintendent of Building Department.

(Copy of memo attached)

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that pursuant to Section 50-28, Paragraph A-2 of the Code of the Incorporated Village of Hempstead, permission is hereby granted for the **Antioch Baptist Church of Hempstead**, 94 James LL Burrell Ave, Hempstead, New York to erect a tent on Church grounds for their annual celebration of “Taking it to the Streets” from Wednesday, July 6 – July 11, 2016 from 6:00 pm – 10 pm. and the Building Department is hereby authorized to issue the permit.

Moved by Trustee _____

Seconded by Trustee _____

AGENDA – June 7, 2016

_____Clerk offers the following resolution for adoption

Moved by Trustee _____ that authorization is hereby granted for the regularly scheduled meeting of the Board of Trustees to be held on **Tuesday, August 2, 2016 at 6:30 p.m.** be **rescheduled to Monday, August 1, 2016 at 6:30 p.m.**, so as to not conflict with the Annual National Night Out.

Seconded by Trustee _____

AGENDA – June 7, 2016

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

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

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

NOW, THEREFORE THE Village Board of Trustees

HEREBY SCHEDULES a public hearing to be held on the **17th** day of June at **5:45 p.m.** at the Hempstead Village Hall, 99 Nichols Court, Hempstead, New York.

Moved by Trustee _____

Seconded by Trustee _____

SECTION 103-1.2

* * *

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

Sunday through Thursday: 10:00 a.m. until midnight; and

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

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

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

ADDITIONS ARE INDICATED BY UNDERLINE.

*** INDICATES NO CHANGE IN PRESENT TEXT

DELETIONS ARE INDICATED BY [BRACKETS].

AGENDA – June 7, 2016

WHEREAS, a public hearing was held on May 24, 2016, to consider the revocation of business license issued to business known as Franklin Street Mini Market located at 235 S. Franklin Street, Hempstead, NY 11550 for allegations of illegal activities

WHEREAS, Franklin Street Mini Market appeared by counsel and was duly given an opportunity to be heard

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Incorporated Village of Hempstead that the business license issued to business known as Franklin Street Mini Market located at 235 S. Franklin Street, Hempstead, NY 11550 is hereby revoked.

Moved by Trustee _____

Seconded by Trustee _____.

AGENDA – June 7, 2016

WHEREAS, the Inc. Village of Hempstead Community Development Agency (Agency) is a public benefit corporation; and

WHEREAS, pursuant to Section 585-a of the General Municipal Law State of New York, the members of the Agency shall consist of the Mayor of the Village of Hempstead and four (4) other members appointed by the Mayor and approved by the Village Board; and

WHEREAS, the Mayor is Chairman of the Agency and Luis Figueroa is Vice-Chairman; and

WHEREAS, the Board of Trustees wishes to appoint three Board Members to the Agency for a term of one year; and

NOW, THEREFORE BE IT RESOLVED, that the Inc. Village of Hempstead Board of Trustees authorizes the appointment of **Keria Blue, Gladys Rivera, and Joyce Shackley** as Board Members to the Inc. Village of Hempstead Community Development Agency Board for a one-year term expiring on June 8, 2017.

Moved by Trustee _____

Seconded by Trustee _____

AGENDA – June 7, 2016

_____ Clerks offers the following resolution for adoption:

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

Name	Department/Title/Grade	Salary
Susana Gonzalez 99 Nichols Court Hempstead, NY	Hempstead Police Typist-Clerk, Bilingual Grade 3/0 New	\$43,052 upon CS approval
Jasmine Alvarez 99 Nichols Court Hempstead, NY	Mayor's Office Research Assistant to Board of Trustees Exempt	\$43,000 upon approval
Johanna Gonzalez 99 Nichols Court Hempstead, NY	Village Court Clerk-PT Part-time	\$14.91 per hr upon CS approval
Akeem McCain 99 Nichols Court Hempstead, NY	Public Works Laborer-PT Part-time	\$14.91 per hr upon CS approval

Seconded by Trustee _____

AGENDA – June 7, 2016

_____ Clerk offers the following resolution for adoption:

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

Parks & Recreation

Mia Addison
99 Nichols Ct.
Hempstead, NY

Jevon Andrews
99 Nichols Ct.
Hempstead, NY

Evera Bailey
99 Nichols Ct.
Hempstead, NY

Kenyah Boyd
99 Nichols Ct.
Hempstead, NY

Samantha Coq
99 Nichols Ct.
Hempstead, NY

Dayna Corder
99 Nichols Ct.
Hempstead, NY

Brandon Dash
99 Nichols Ct.
Hempstead, NY

Shawna Davis
99 Nichols Ct.
Hempstead, NY

Isaiah Dennie
99 Nichols Ct.
Hempstead, NY

Lavonje Devone
99 Nichols Ct.
Hempstead, NY

Kenan Edwards
99 Nichols Ct.
Hempstead, NY

Jacqueline Fleuriscar
99 Nichols Ct.
Hempstead, NY

Kameryn Gosine
99 Nichols Ct.
Hempstead, NY

Jada Grace
99 Nichols Ct.
Hempstead, NY

Tiara Grier
99 Nichols Ct.
Hempstead, NY

Nelson Guevara
99 Nichols Ct.
Hempstead, NY

Emanuel Harris
99 Nichols Ct.
Hempstead, NY

Lashawna Hill
99 Nichols Ct.
Hempstead, NY

Jamil Holness
99 Nichols Ct.
Hempstead, NY

Harltey Honeghan
99 Nichols Ct.
Hempstead, NY

Kobe Howlett
99 Nichols Ct.
Hempstead, NY

Iioni Lawing
99 Nichols Ct.
Hempstead, NY

Aliyah McDonald
99 Nichols Ct.
Hempstead, NY

Denae McMillan
99 Nichols Ct.
Hempstead, NY

Charles Moss
99 Nichols Ct.
Hempstead, NY

Shayna Perry
99 Nichols Ct.
Hempstead, NY

Tiani Samuel
99 Nichols Ct.
Hempstead, NY

Selassie Samuels
99 Nichols Ct.
Hempstead, NY

Dylan Sandas
99 Nichols Ct.
Hempstead, NY

Cheyenne Spencer
99 Nichols Ct.
Hempstead, NY

Malik Spleen
99 Nichols Ct.
Hempstead, NY

Raekwon Stith
99 Nichols Ct.
Hempstead, NY

Trevon Stith
99 Nichols Ct.
Hempstead, NY

Joecephus Venable
99 Nichols Ct.
Hempstead, NY

Khalik Watts
99 Nichols Ct.
Hempstead, NY

Brianna Wilcox
99 Nichols Ct.
Hempstead, NY

Nia Williams
99 Nichols Ct.
Hempstead, NY

Jorri Young
99 Nichols Ct.
Hempstead, NY

Isaiah Zamor
99 Nichols Ct.
Hempstead, NY

Lifeguards

Kerry-Ann Bailey
99 Nichols Ct.
Hempstead, NY

Marissa Buchanan
99 Nichols Ct.
Hempstead, NY

Nathaniel Bush
99 Nichols Ct.
Hempstead, NY

Bernil Carmichael-Lopes
99 Nichols Ct.
Hempstead, NY

Analyysia Diaz
99 Nichols Ct.
Hempstead, NY

Nicole Foo-McKenzie
99 Nichols Ct.
Hempstead, NY

Kaila Hall
99 Nichols Ct.
Hempstead, NY

Justyn Lawyer
99 Nichols Ct.
Hempstead, NY

Karima Tonge
99 Nichols Ct.
Hempstead, NY

Kaitlin Toussaint
99 Nichols Ct.
Hempstead, NY

Jennifer Trotman
99 Nichols Ct.
Hempstead, NY

Todd Trotman
99 Nichols Ct.
Hempstead, NY

Public Works

Antonio Ayers
99 Nichols Ct.
Hempstead, NY

Stephanie Castro
99 Nichols Ct.
Hempstead, NY

Anthony Gutierrez
99 Nichols Ct.
Hempstead, NY

Shaquille Harrison
99 Nichols Ct.
Hempstead, NY

Richard Holland Jr.
99 Nichols Ct.
Hempstead, NY

Jalique Horton
99 Nichols Ct.
Hempstead, NY

Lex Lloyd
99 Nichols Ct.
Hempstead, NY

Ray Mayo
99 Nichols Ct.
Hempstead, NY

Darius Meadors
99 Nichols Ct.
Hempstead, NY

Shameer Mickens
99 Nichols Ct.
Hempstead, NY

Calvin Myers
99 Nichols Ct.
Hempstead, NY

Aaron Ormon
99 Nichols Ct.
Hempstead, NY

Ja'Juan Polley
99 Nichols Ct.
Hempstead, NY

Cynthia Whitfield
99 Nichols Ct.
Hempstead, NY

Water Plant

Malcom McCallum
99 Nichols Ct.
Hempstead, NY

Priscilla Quintanilla
99 Nichols Ct.
Hempstead, NY

Lykeem Bethea
99 Nichols Ct.
Hempstead, NY

99 Nichols Ct.
Hempstead, NY

Village Clerk

Eryn Bottoms
99 Nichols Ct.
Hempstead, NY

Assessment

Theron Banks
99 Nichols Ct.
Hempstead, NY

Tax & Water

Dominique Swain
99 Nichols Ct.
Hempstead, NY

Karyn Gosine
99 Nichols Ct.
Hempstead, NY

Village Court

Jacob Onanuga
99 Nichols Ct.
Hempstead, NY

Buildings

Demaxia Wray
99 Nichols Ct.
Hempstead, NY

Seconded by Trustee _____

AGENDA –June 7, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that the provisions of Local Law #1-1980, entitled Residency Requirements for certain Village employees are hereby waived for the following employees due to the special requirements needed to fill the position of **Lifeguard I, Seasonal** for the Incorporated Village of Hempstead:

Kerry Ann Bailey
3500 Steven Road
Baldwin, NY

Marissa Buchanan
174-47 129th Ave
Jamaica, NY

Analyysia Diaz
1883 Twain St
Baldwin, NY

Kaila Hall
60 Branch Avenue
Freeport, NY

Justyn Lawyer
16 Francine Avenue
Amityville, NY

Kaitlin Toussaint
115-22 221st Street
Cambria Heights, NY

Jennifer Trotman
87 Colonial Dr
Massapequa, NY

Todd Trotman
87 Colonial Drive
Massapequa, NY

Seconded by Trustee _____

AGENDA –June 7, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that the provisions of Local Law #1-1980, entitled Residency Requirements for certain Village employees are hereby waived for the following employees due to the special requirements needed to fill the position of **Clerk-Typist, Bilingual** for the Incorporated Village of Hempstead:

Susana Gonzalez
16 Yoakum Avenue
Farmingdale, NY 11735

Seconded by Trustee _____

AGENDA –June 7, 2016

_____ Clerk offers the following resolution for adoption:

Moved by Trustee _____ that all meeting bills, including self-insurance funds, audited by the Board of Trustees on check warrant dated **June 7, 2016** be approved as previously reviewed.

Seconded by Trustee _____