



**BOARD OF TRUSTEES'**

**REGULAR MEETING**

**TUESDAY, APRIL 18, 2023**

**6:30 p.m.**

**AGENDA – April 18, 2023**

**1**

Presentation of summary report of the **2022/23** firematic activities by outgoing Fire Chief.

A copy of Fire Chief Sandas report will be presented to the Board at the **April 18, 2023** meeting. Summary report by outgoing Fire Chief Sandas will be kept on file in the Office of Village Clerk and may be reviewed by the public during regular office hours.

Fire Chiefs for the **2023/24** official year

James Joyce	Chief of Department
Kevin Rugg	1 <sup>st</sup> Assistant Chief
Christopher Fitzroy	2 <sup>nd</sup> Assistant Chief
Patrick M. Carney	3 <sup>rd</sup> Assistant Chief

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

**GENERAL BUSINESS:**

Hempstead Bottle Returns Corp.- New  
Fabio Sanchez  
288 Jerusalem Ave

Coco's Cuisine LLC -New  
Collette Daley  
389-391 Peninsula Blvd

628 A&Z Fashion LLC dba Zora Fashion – New  
Jasmeeth Kalsi  
628 Fulton Ave

Health & Wellness Farmacia Inc. -Renewal  
Zia Khan  
634 Fulton Ave

Mobile Health Medical Services- Renewal  
Richard Addes , DO  
129 Jackson Street

74 N. Franklin Pub Inc. dba El Tenampa- Renewal (Business & Cabaret Hrs:  
Mon-Sun 4pm-2am)  
Abraham Avelar  
74 North Franklin Street

United Cargo Express Inc. -Renewal  
Jesus Medrano  
33 Main Street Suite 1

Shoes & More Corp.- Renewal  
Christian Efrain Saravia Gutierrez  
380 Fulton Ave

**LANDSCAPING:**

Abreu Landscaping  
Rafael Abreu  
82 Shonnard Ave Freeport 11520

Jose Landscaping  
Jose Alvarenga  
167 Dikeman Street Hempstead 11550

Chris Lawn Service  
Christian Lynch  
26 Ferndale Dr Hicksville 11801

Celis Landscaping  
Julian Celis  
9 Bennett Ave Roosevelt 11575

Giordano Garden Service  
Michael Giordano  
357 Hempstead Ave West Hempstead 11552

Alfonso Landscaping  
Alfonso B. Torres  
142 Branch Ave Central Islip 11722

Porfirio Landscaping  
Porfirio Aracena  
15 Bedell Street Freeport 11520

JFE Landscaping Inc.  
Jorge Mancía  
62 Lincoln Ave Roosevelt 11575

Vera and Zavala Landscaping  
Pablo Zavala  
46 Allers Blvd Roosevelt 11575

S Carlos Landscaping LLC  
Santos C. Ramirez  
182 Ardwick Pl Uniondale 11553

Carlos Landscaping  
Carlos Ramirez  
171 Uniondale Ave Uniondale 11553

M. Escobar Landscaping  
Mario Escobar  
705 Stowe Ave Baldwin 11510

Legacy Landscaping Inc.  
Gregg Fowler  
2341 Harrison Ave Baldwin 11510

Robert Landscaping  
Roberto Cubias  
36 E. Seaman Ave Freeport 11520

US Landscaping

Radame Pena  
PO Box 6057 Freeport 11520

J. Landscaping  
Jose M. Martinez Bonilla  
139 Dietz St Hempstead 11550

Borja Landscaping & Construction Inc.  
Pedro A. Larrea  
159 W. Marshall St. Hempstead 11550

Jr Landscaping Services  
Jose R. Nunez  
22 Russell Place Freeport 11520

Jose Valle Landscaping  
Jose D. Valle Mancia  
563 Emerson Street Uniondale 11553

Agustin Landscaping  
Jose A. Celis  
481 Woodfield Road West Hempstead 11552

Mejia & Reyes Landscaping  
Leandro Mejia  
2170 Merrick Ave Merrick 11566

Bautista Landscaping  
Samuel N. Bautista  
1104 William Street Hewlett 11557

Andreas Landscaping  
Santos M. Velasquez  
651 Uniondale Ave Uniondale 11553

Neats Gardening  
Rachel Haywood  
85 Beebe Ave Hempstead 11550  
Tonys Landscaping & Gardening  
Gil Gutierrez  
240 Mulberry Lane West Hempstead 11552

Eli's Landscaping Corp.  
Aracely Almendares  
120 Leonard Ave Freeport NY 11520

M. Ramirez Landscaping Inc.  
Elmer Guevara  
14 E. Greenwich Ave Roosevelt NY 11575

Try My Landscaping  
Miguel Payamps  
226 Pine Street Freeport 11520

Juan Hernandez Landscaping  
Juan Hernandez  
150 Elizabeth Ave Hempstead 11550

VP Landscaping  
Valentine Peralta  
36 Stillwell Place Freeport 11520

Juan Landscaping  
Juan Hidalgo  
280 Rose St Freeport 11520

King Grass Landscaping  
Jose Anibal Banegas Guevara  
294 Park Ave Roosevelt 11575

Greenleaf Landscaping & Tree Care Inc  
Toniann Battaglino  
3330 Park Ave Wantagh 11793

MM Bari Landscaping Inc.  
Michael Mastroserio  
1058 Lydia Dr. Franklin Square 11010

Arturo Landscaping  
Arturo Velasquez  
46 Allers Roosevelt 11575

HC Landscaping  
Hector Castro  
271 Washington Ave Roosevelt 11575

Bolanos Landscaping Inc.  
Oscar Bolanos  
36 Lincoln Road Hempstead 11550

Jose Lawn Care Corp.  
Jose Alarco  
46 Hell Ave Elmont 11003

**Taxi Hack License for Approval**  
Maximo de Jesus del Cid Alvizures  
95 Hewlett St.  
Hempstead, NY 11550

**AGENDA – April 18, 2023**

**3**

**JUSTICE COURT (Monthly Report submitted by Village Justice Brianna A. Vaughan)**

Report of the Village Justice for the month of **March 2023**

Total number of cases before the court 4,528

Total monies remitted to Village Comptroller \$412,044.00

(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**, that the Mayor and Board of Trustees hereby approves for the request for proposals (“RFP”) from the Inc. Village of Hempstead seeking consultants to provide certain services to assist in the operation of the Jobs and Business Referral Center and Local Contracting Referral Center as contemplated in a Community Benefits Agreement (“CBA”) dated February 20, 2013, in connection with the Hempstead Downtown Revitalization Plan.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_



**The Incorporated Village of Hempstead  
Request for Proposals  
Jobs and Business Referral Center and Local Contracting Referral Center**

Request for proposals ("RFP") from the Incorporated Village of Hempstead seeking consultants to provide certain services to assist in the operation of the Jobs and Business Referral Center and Local Contracting Referral Center as contemplated in a Community Benefits Agreement ("CBA") dated February 20, 2013, in connection with the Hempstead Downtown Revitalization Plan. The selected consultant(s) must familiarize themselves with the Downtown Revitalization Plan initiatives outlined in the CBA.

**A. Jobs and Business Referral Center Program Operation**

The CBA requires the Village to establish a Jobs and Business Referral Center that will serve as a resource for contractors, employers, and job seekers by providing the following services:

- Connect job seekers with job training, education, and other support services.
- Receive notifications of job opportunities from employers at Covered Projects.
- Circulate such notifications to a network of local job training programs.
- Promptly refer qualified workers to employers in response to notifications of job opportunities.
- Provide technical support to employers, to assist them in understanding and complying with the Construction Jobs Policy and Operations Jobs Policy.
- In referring to workers and businesses, apply the priorities set forth in the Community Benefits Policies.
- Assist the Village staff or its designee(s) in monitoring and enforcement of the Community Benefits Policies.

**1. The Assignment -Jobs and Business Referral Center Program**

The Village of Hempstead seeks a job training professional or firm to immediately establish the Center pursuant to a consulting agreement with the Village, which individual or firm shall serve as a consultant to the Village ("Consultant") for an initial term of twelve (12) months, beginning immediately, renewable annually for two (2) additional one-year terms, at the option of the Village. Consultant will work closely with Village staff or its designee(s) to establish and staff a permanent office for the Center and to provide the services listed herein.

**2. Scope of Work -Jobs and Business Referral Center Program**

- Establish and submit to the Village a budget for the Scope of Work, for Village's review and approval.
- Establish a permanent office for the Jobs and Business Referral Center in the Village of Hempstead.
- Develop a preliminary job training plan that identifies job training, education and other support service programs to provide services to job seekers in connection with construction jobs and other job opportunities that are anticipated to arise in

connection with Covered Projects, for submission to and approval by the Village, within sixty (60) days of commencement of the contract.

- Perform outreach to identify job seekers residing in the Village of Hempstead, establish a database of such job seekers, and pair job seekers with job training programs.
- Review and monitor job training, education, and other support service programs to ensure that the skills being provided match those needed for jobs on Covered Projects.
- Maintain a publicly accessible, up to date database of Covered Projects, identifying construction schedule and job needs, updated monthly.
- Provide technical support to employers, to educate them on Construction Job Policy and Operations Job Policy.
- Provide assistance to the Village of Hempstead in monitoring and enforcing the Community Benefits Policies.
- Prepare and submit monthly reports to Village on prior month's accomplishments and conformance to budget, in form satisfactory to Village.
- Work collaboratively with the Local Contracting Referral Center to fulfill the purposes of the CBA.
- Provide annual assessment of the Center's activities, for submission to the Village or its designee(s).

## **B. Local Contracting Referral Center Program Operation**

The CBA requires the Village of Hempstead to establish a Local Contracting Referral Center ("Center") that will serve as a resource that sets forth certain requirements regarding award of contracts related to Covered Projects by providing the following services:

- Screen and maintain a list of businesses that have been headquartered in a physical location (not a post office box) within the Village for at least one (1) year ("Targeted Businesses") that are prequalified for performance of Covered Contracts related to Covered Projects; assess and maintain information on the capacities and experience of Targeted Businesses, and their status as Targeted Businesses; promptly refer such businesses to entities awarding covered contracts.
- Provide technical support to entities awarding Construction Subcontracts and Covered Contracts, to assist them in understanding and complying with this Policy.
- Assist the Village staff or its designee(s) in monitoring and enforcement of this Policy.

### **1. The Assignment- Local Contracting Referral Center Program Operation**

The Village of Hempstead seeks a professional or firm with applicable contracting and business expertise to immediately establish the Center pursuant to a consulting agreement with the Village, which individual or firm shall serve as a consultant to the Village ("Consultant") for an initial term of twelve (12) months, beginning immediately, renewable annually for two (2) additional one-year terms, at the option of the Village. The Consultant will work closely with Village staff or its designee(s) to establish and staff a permanent office for the Center and to provide the services listed herein.

The Incorporated Village of Hempstead is seeking a consultant to establish and manage the program operation of a Local Contracting Referral Center in connection with the implementation of the Village of Hempstead Downtown Revitalization Plan. This organization must be able to establish partnerships for contracting and workforce opportunities for projects within the Village of Hempstead Downtown Overlay Zone.

Selection will be based on experience providing outreach services, compliance oversight, program implementation and reporting for infrastructure and construction projects.

The selected consultant must have experience collaborating with developers, construction managers, trade contractors and conducted outreach to community organizations and trade organizations.

## **2. Scope of Work- Local Contracting Referral Center Program Operation**

- Establish and submit to the Village a budget for the Scope of Work, for Village's review and approval.
- Establish or provide a permanent office for the Center in an easily accessible, centrally located site in the Village.
- Develop and maintain a database that identifies Targeted Businesses (as that term is identified in the CBA) that are prequalified for performance of Covered Contracts related to Covered Projects (as such terms are defined in the CBA).
- Maintain a publicly accessible database of Covered Projects, including a list of all contracting opportunities to which Targeted Businesses may respond, updated weekly.
- Maintain a publicly accessible database of Targeted Businesses, including their capacities and experience, updated monthly.
- Maintain a publicly accessible, up to date database of Covered Projects, identifying construction schedule and job needs, updated monthly.
- Provide technical support to entities awarding Construction Subcontracts and Covered Contracts, to educate them on Construction Jobs Policy and Operations Jobs Policy and to assist them in complying therewith.
- Promptly refer Targeted Businesses to businesses awarding Covered Contracts.
- Provide assistance to Village in monitoring and enforcing the Community Benefits Policies.
- Prepare and submit monthly reports to the Village, on the fifth (5th) day of each month, on the prior month's accomplishments and conformance to budget, in form satisfactory to Village ("Monthly Report").
- Provide an annual assessment of the Center's activities, for submission to Village, to be submitted.
- Work collaboratively with Jobs and Business Referral Center to fulfill the purposes of the CBA.
- Provide technical support to employers, to educate them on the Local Contracting Policy.
- Provide assistance to the Village in monitoring and enforcing the Community Benefits Policies.

## **C. Proposal Requirements**

1. Identify if your firm is responding for both the **Jobs and Business Referral Center**

and the **Contracting Referral Center** request for proposal(s). All Proposers can apply for one or both centers.

2. Please provide a detailed annual budget estimate for fees, inclusive of salaries, rent and all other out-of-pocket costs, based on the scope of work outlined above, including the estimated value of any anticipated donations of goods and services.
3. A statement of qualifications with examples of experience in job training and/or examples of experience in contracting and business substantially similar to the work to be performed.
4. An outline of how you intend to work, and who the staff members would be if you were awarded this contract.
5. References for pertinent previous work.
6. Resumes
7. Three letters of reference from previous clients, including contact information.
8. Company Profile with Relevant Project Experience
9. Program Approach
10. Experience with Disadvantaged, Minority, Women-owned, Small Business Enterprises and Minority and Women Workforce participation. Please identify if the firm has MBE/WBE/DBE certification.

#### **D. Terms Governing this Request for Proposals**

The Incorporated Village of Hempstead and the Incorporated Village of Hempstead Community Development Agency (CDA) will select the proposal, which, in their sole judgment, most successfully demonstrates the necessary qualities to undertake the tasks, offers most favorable financial terms, and best meets the other needs and goals of the Village of Hempstead. The Incorporated Village of Hempstead and the Incorporated Village of Hempstead Community Development Agency reserve the full right to reject all proposals. The Village will not pay any costs incurred in response to this request.

Please refer to the Community Benefits Agreement available at:

<https://www.villageofhempsteadcda.org/communitybenefitsagreement>

#### **E. Proposal Submission Instructions**

Proposals must be received no later than **4:30 p.m., Wednesday, May 10, 2023**. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request for Proposal ("RFP") titled, "**Proposal Requirements**" and provide a complete, accurate, and reliable presentation. Each response should be clearly numbered with the text of the requirement should be set forth before the response.

The proposals must be signed by an individual who is authorized to bind the Proposer to all commitments made in the proposal. The original and two (2) copies of the proposal, together with all attachments, must be submitted in a sealed envelope. No electronically transmitted or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered.** The Village of Hempstead is under no obligation to return proposals. **Please submit completed proposal (three hard copies) to: Incorporated Village of Hempstead Community Development Agency 50 Clinton Street, Suite 504**

**Hempstead, New York 11550**  
**Attn: Danielle Oglesby, Commissioner**

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the Proposer's responsibility to ask questions, request clarification, or otherwise advise if any language, specifications, or requirements of this RFP appear to be ambiguous, contradictory, or to restrict or limit the Proposers that could meet the requirements of this RFP to a single source.

The Village is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person via email at:

Danielle Oglesby, Commissioner  
Incorporated Village of Hempstead Community Development Agency  
**Email Address:** [info@villageofhempsteadcda.org](mailto:info@villageofhempsteadcda.org)

#### **F. Selection Process**

Proposals will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Proposer responds to and meets all the requirements of this RFP. Proposers may be invited for interviews to discuss project requirements and proposal elements in more detail at the request of the selection committee. **The Village of Hempstead reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, the best interests of the Village of Hempstead will be served.** The selection committee will evaluate each proposal and use the following for scoring each submission:

##### **• Contract Requirements and Proposed Solution 35%**

Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP including WMBE goals; Clear description of the scope of work needed to satisfy the defined RFP requirements; Previous engagements of similar scope and quality.

##### **• Vendor Profile: Organization, Capacity, Staffing, Resumes 25%**

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in the Scope of Work, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel), clear description of potential resource utilization methods and approach.

##### **• Related Experience 30%**

Prior experience working on similar projects, project management and implementation qualifications and related experiences including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the consultant can perform the tasks defined in the RFP.

##### **• Fee Schedule 10%**

Any other relevant factors as determined by the selection committee.

**G. Award of Contract**

Any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

**H. General Information**

1. **Incurring Cost.** The Inc. Village of Hempstead and/or the CDA shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.

2. **Rejection of Proposals.** This RFP does not commit the Inc. Village of Hempstead to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the Village reserves the right to award this contract to the consultant(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposal. The Village and the CDA reserve the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the Village to so do. The Village may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.

4. **Contract Negotiations.** The Village intends to enter into contract negotiations with the firm or firms selected by the RFP Selection Committee. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein. The Village reserves the right to negotiate the terms and conditions of the contract with the selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the Village's acceptance of the proposal or a binding commitment on behalf of the Village to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The Village may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the Village from a price and technical standpoint. However, the Village reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the Village reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate the Proposer's qualifications.

6. **Disclosure of proposal contents.** The Village and the CDA will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the Village determines that information is required by applicable law to be disclosed, the Village will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

**7. Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement: **A.** The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other Proposer or competitor; and **B.** Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and **C.** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition, and **D.** No elected or appointed official or employee of the CDA or the Village of Hempstead shall benefit financially or materially from this contract. The Village may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.

**8. Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the Village and the CDA.

**9. Examination of Records:** In submitting a proposal, the successful Proposer agrees that the Village shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-Proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the Village's acceptance of proposal.

**10. Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each subcontractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the subcontractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations hereunder without the prior written approval of the Village of Hempstead.

**11. Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

**WHEREAS**, the Board of Trustees deems it prudent to establish a reporting policy for Village officers and employees; and

**WHEREAS**, from time-to-time Village assets, including but not limited to the Village’s fleet of vehicles may be used and or operated by Village officers and employees to conduct Village business; and

**NOW THEREFORE, BE IT RESOLVED**, that the Village of Hempstead hereby adopts the reporting policy stated herein.

Purpose: To ensure the proper and legal handling of illegal/unlawful items found in/retrieved from Village assets.

Policy: Any illegal/unlawful items or items reasonably believed to be illegal or unlawful found on or in Village of Hempstead property or assets must promptly be reported to the Desk Sergeant of the Hempstead Police Department at extension 294 and the relevant Department Head.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_



\_\_\_\_\_ **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 Academy Charter School, 117 N. Franklin St., Hempstead, New York, 11550, to utilize **forty (40)** parking spaces, located in Parking Field #9 from June 1, 2023, through May 31, 2025.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

## PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of \_\_\_ day of \_\_\_\_\_, 2023 (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 Academy Charter School, having its principal office at 117 North Franklin 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), 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 forty (40) parking spaces all which are located in Parking Field #9.

WHEREAS, the **LICENSOR** is the operator and owner of PARKING FIELD #9 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 #9, RDUА Parcels 9, LLC ("Owner"), and Owner's affiliate, Renaissance Downtowns Urban America LLC ("RDUА");

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, 2023 and shall expire on the 31<sup>st</sup> day of May, 2025, 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 15<sup>th</sup>, Sept 15<sup>th</sup>, Dec 15<sup>th</sup> and Mar 15<sup>th</sup> 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 #9, 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 forty (40) assigned parking spaces.
4. 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.
5. 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 #9, unless such interruption renders PARKING FIELD #9 (or a portion thereof) inoperable, unsafe or in violation of any law.

6. Maintenance. At its own cost and expense, the **LICENSOR** shall service and maintain PARKING FIELD #9 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 #9. Maintenance and cleaning shall include painting, repairs to drainage systems, sweeping, snow and ice removal, and waste removal.

7. 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 #9. Any alterations, changes, modifications or additions to PARKING FIELD #9 and shall immediately become part of the property of the Owner.

8. 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 #9 at all reasonable times, to examine the condition of both parking fields.

9. 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 #9 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.

10. 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).

11. 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 #9 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.

12. 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 #9** 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 RDUAs 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 RDUAs 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.

13. 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 #9**, including coverage for bodily injury (including death and mental anguish), broad form property damage, premises/operations and hazards thereto, naming **LICENSOR**, Owner and RDUAs 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 RDUAs 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 RDUAs 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 RDUAs and be primary and noncontributory to any and all insurance maintained by **LICENSOR**, Owner and RDUAs.

14. (a) Acceptability; Deductibles; Subcontractors. The **LICENSEE** shall secure an insurance policy from an A.M Best rated "secured" New York State licensed insurer that contains a thirty (30) day notice of cancellation, which names the **LICENSOR**, Owner and RDUAs as unrestricted additional insureds. Additional insured status shall be provided with ISO endorsement CG 2038 or its equivalent; and if applicable, participant endorsements and spectator endorsements. The **LICENSEE** shall be solely responsible for the payment of

all deductibles to which such policies are subject. The LICENSEE's, a municipal corporation of the State of New York, shall have the right to self-insure for all required coverage.

(b) No later than ten (10) days after execution of this LICENSE the LICENSEE shall provide the LICENSOR, Owner and 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, 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 117 North Franklin 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 #9.

(b) The LICENSEE has made the selection of PARKING FIELD #9 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 #9 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 #9.

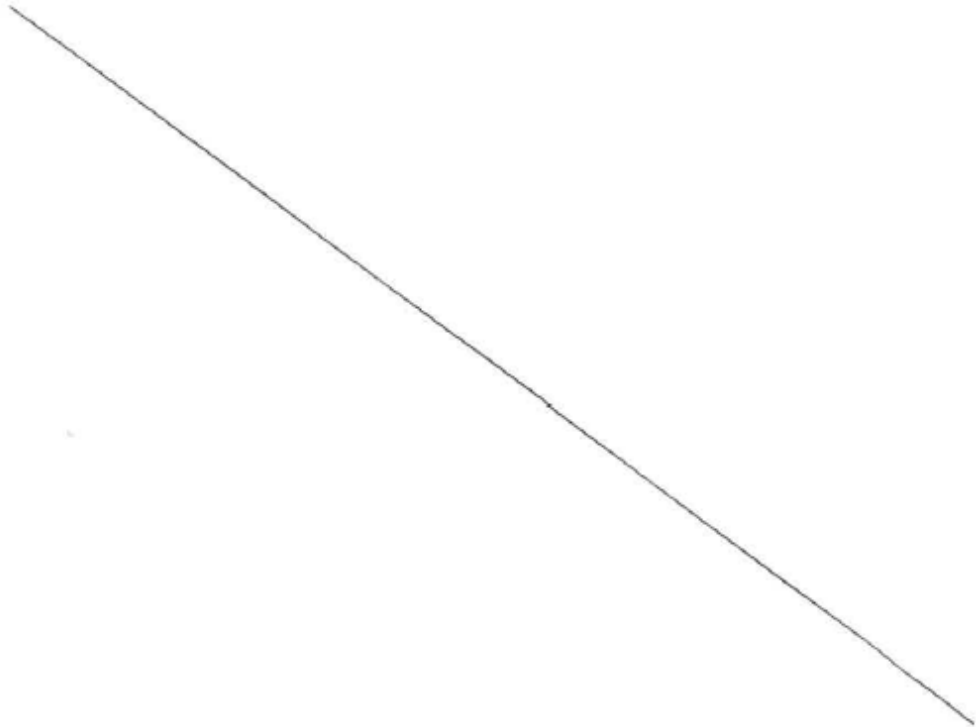
17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this LICENSE shall be in writing, delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested; or (iii) overnight 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. Wayne Houghton, Executive Director, 117 North Franklin 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 a executive member of the Academy Charter School. Execution of the Agreement by LICENSOR's Mayor and Academy Charter School 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.]*



**IN WITNESS WHEREOF, the LICENSEE and the LICENSOR have executed this Agreement as of the date first above written.**

**INCORPORATED VILLAGE OF HEMPSTEAD**

\_\_\_\_\_  
**Waylyn Hobbs Jr. Mayor**

\_\_\_\_\_  
**(Date)**

STATE OF NEW YORK

ss:

COUNTY OF NASSAU

On this        day of        , 2023, before me personally came Waylyn Hobbs Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Mayor of the **LICENSOR**, and that by his signature on the instrument, he executed the instrument.

\_\_\_\_\_  
Notary Public



The Academy Charter School

[REDACTED]

3/15/23  
(Date)

Wayne Houghton (CDO)

Print Name and Title

STATE OF NEW YORK

ss:

COUNTY OF NASSAU

On this 15<sup>th</sup> day of MARCH, 2023, before me personally came Wayne Houghton personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity as an authorized signatory of the LICENSEE, and that by his/her signature on the instrument, he/she executed the instrument.

[REDACTED]

  
CARL O. JOHNSON

NOTARY PUBLIC-STATE OF NEW YORK  
No. 01JO6261107  
Qualified in Queens County  
My Commission Expires 05-07-2024

**EXHIBIT "A"**  
**PAYMENT TERMS**

<u>Period</u>	<u>Rate</u>	<u>#of Spaces</u>	<u>#of Days</u>	<u>Total Payment</u>
June 1, 2023- May 31, 2025	\$4.00 per day	40	497	\$79,520.00

**Schedule**

June 15<sup>th</sup> \$19,880.00  
Sept 15<sup>th</sup> \$19,880.00  
Dec 15<sup>th</sup> \$19,880.00  
Mar 15<sup>th</sup> \$19,880.00

\_\_\_\_ **RESOLVED**, that upon the recommendation of **Joe Gill, Village Treasurer**, the Board of Trustees approve to settle the Worker’s Compensation claim in a total amount of \$111,773.33 to be paid to avoid any penalties **be ratified**.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

\_\_\_\_**RESOLVED**, that upon the recommendation of **Joe Gill, Village Treasurer**, the Board of Trustees approve to settle the Worker’s Compensation claim in a total amount of \$67,713.94 to be paid to avoid any penalties **be ratified**.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

\_\_\_\_\_ **RESOLVED**, that upon the recommendation of **Joe Gill, Village Comptroller** the Mayor and Board of Trustees approve the Tentative Budget for the fiscal year 2023/202, for which a **public hearing was held on Tuesday, April 10, 2023** with a tax rate of \$90.89 per \$100 of assessed value and sanitation user fees for fiscal year 2023/2024.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

**RESOLVED**, that upon the recommendation of **Joe Gill, Village Comptroller** the Board of Trustees approves the water rates for the fiscal year 2023/2024, on which a **public hearing was held on Tuesday, April 10, 2023.**

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

**WHEREAS**, the Village Clerk of the Incorporated Village of Hempstead pursuant to §86-5 of the Village Code consider to revoke Business license of **722 Mulligans Restaurant Inc.**, conducting business at 722 Fulton Ave., Hempstead, NY 11550.; and

**WHEREAS**, a public hearing was held on April 4, 2023, at 6:00 p.m.; and

**WHEREAS**, 722 Mulligans Restaurant Inc. and its attorney appeared for said public hearing and appealed the Village Clerk’s decision before the Mayor and Board of Trustees of the Incorporated Village of Hempstead; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Village of Hempstead, hereby reinstates the business and cabaret licenses of 722 Mulligans Restaurant Inc., subject to a stipulation and its terms and conditions therein as determined by the Village Attorney.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

\_\_\_\_ **RESOLVED**, that upon the recommendation of **James Joyce**, Fire Chief, that the Board of Trustees hereby approve for Village of Hempstead to schedule a public hearing on **Tuesday, May 16, 2023**, 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 of **Patricia Perez, Village Clerk**, the Board of Trustees hereby approves for **Miracle Christian Center**, to hold a Day of Service, on **April 30, 2023**, from 1:00 pm to 4:00 p.m. at Municipal Parking field # 1 with a total cost of \$150.00. Said permission is contingent upon compliance with the rules and regulations of the Hempstead Police Department and all liability in connection with these activities and observance of the Code of the Village of Hempstead; the filing of all appropriate insurance as determined by the Board herein; and indemnification and the execution of a hold harmless agreement on such terms and conditions as may be acceptable to the Village Attorney.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

The appointment of **Taylor Reynolds** as **Deputy Village Treasurer** for the  
Incorporated  
Village of Hempstead for the official year commencing **April 3, 2023** to **April 1,**  
**2024**

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

**AGENDA – April 18, 2023**

**15**

The appointment of **Kimberly McLean-Beckford** as **Special Counsel** for the Incorporated Village of Hempstead at a fee of \$65 per hour for the official year commencing **April 3, 2023** to **April 1, 2024**

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

The appointment of **Carolyn Clyne** as **Special Counsel** for the Incorporated Village of Hempstead at a fee of \$65 per hour for the official year commencing **April 3, 2023** to **April 1, 2024**.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

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

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

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

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

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

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

\_\_\_\_**RESOLVED**, that upon the recommendation of **Joe Gill, Village Treasurer** all meeting bills, audited by the Board of Trustees on check warrant dated **April 18, 2023**, be approved as previously reviewed.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_

**WHEREAS**, The Village Board of Trustees desires to amend the Section 139-213 of the Code of the Incorporated Village of Hempstead titled Downtown Advisory Board; and

**WHEREAS**, pursuant to § 617.5 (c) 21 and 33 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 **2<sup>nd</sup>** day of **May, 2023** at 6:00 p.m. at the Hempstead Village Hall, 99 James A. Garner Way, Hempstead, New York, to consider amending Section 139-213 to the Hempstead Village Code.

Moved by Trustee \_\_\_\_\_

Seconded by Trustee \_\_\_\_\_



**§ 139-213. Downtown Advisory Board.**

\*\*\*\*\*

A. Establishment of Downtown Advisory Board.

(1) The Village of Hempstead hereby establishes a "Downtown Advisory Board" (hereinafter "DAB") to oversee the implementation of this article. The DAB shall consist of five members, as follows:

- (a) The Chairperson of the Planning Board.
- (b) The Commissioner of the Village Community Development Agency.
- (c) The Director of the Village Department of Public Works.
- (d) The Superintendent of Buildings.
- (e) The Chairperson of the Community Benefits Committee.

(2) The Chairperson of the DAB shall be selected by a majority of its members.

(3) All meetings of the DAB shall be held at the call of the Chairperson and at such other times as the DAB may determine.

(4) Any member of the DAB may send a designee from such member's organization or agency, with full power to act.

[(5) A representative of the Master Developer shall sit with the DAB to provide information and guidance, and shall be provided with advance notice of all meetings of the DAB, together with a copy of the full agenda and all applications and other relevant information to be considered at each DAB meeting.]

B. Professional Advisory Team (PAT). The DAB shall retain expert consultants (the PAT) as deemed necessary for the purpose of reviewing development proposals within the DOZ. The consultants' fees shall be paid by the Village and reimbursed by individual applicants pursuant to the fee schedule described in § 139-213K below. The Board of Trustees may provide for compensation to be paid to administrative personnel and provide for such other expenses as may be necessary and proper, not exceeding the appropriation made by the Board of Trustees for such purpose.

C. Role of the DAB.

(1) The DAB shall, with assistance from the PAT, review all applications submitted under this article, as well as all applications submitted to the Board of Zoning Appeals within the DOZ, and shall make recommendations to approve, approve with modifications, or deny applications based upon the provisions of this article. The DAB and PAT shall have no power to approve or deny applications, but shall work informally with applicants and Village officials to assist and advise all participants in the planning and development approval process in complying with this article.

- (2) The DAB shall encourage redevelopment of the Village of Hempstead's downtown by providing an expedited and coordinated review of development proposals prior to formal submission to the Planning Board, thereby reducing the length and uncertainty normally associated with submitting applications using the underlying zoning.
- (3) The DAB shall exert its best efforts to:
  - (a) Provide the applicant an expedited review process.
  - (b) Ensure the applicant's compliance with DOZ requirements, including submission requirements and compliance with DOZ development standards.
  - (c) Review DOZ incentives with applicants.
  - (d) Review and clarify DOZ application procedures with applicants.
  - (e) Review the applicability of the community benefits policies and any project labor agreement with applicants.
  - (f) Ensure coordination with other entities responsible for downtown civic space, parking, and other public improvements.

D. Preapplication review process for the DOZ.

- (1) Initial meeting with Building Department. A potential applicant for development or use of land using this article shall initiate the process by meeting informally, free of charge, with the Building Department at any time during normal business hours on a walk-in basis or by appointment. The purpose of this meeting is to obtain information about the process and requirements for approval of a project under this article. Potential applicants will receive instruction sheets and forms outlining the materials to be prepared for Presubmission Conference No. 1 as well as for the steps that follow in the preapplication and application process. The Building Department will answer questions, including questions about the differences between this article and underlying zoning. Potential applicants with small properties will be encouraged to work with other property owners and/or the Master Developer to form property owner alliances for joint applications. If the potential applicant elects to proceed with an application, the next step is a presubmission conference [see Subsection D(2) below].
- (2) Presubmission Conference No. 1. Presubmission Conference No. 1 is mandatory for all applicants who have chosen to continue in this process, and shall be held with the PAT, with optional attendance by representatives of the Planning Board, Building Department, and/or Community Development Agency. This presubmission conference shall be held by appointment. The applicant must normally sign up two weeks in advance and provide information listed in the instruction sheet provided at the initial contact meeting. The fee for this meeting will be set by the Village Board in a fee

schedule established under § 139-213K, which fee shall include an application fee towards the administrative costs of the Village of Hempstead Planning Board, Building Department, and/or Community Development Agency incurred in connection with such agencies' information gathering, review and processing of the application for and implementation of the proposed development in the DOZ, including, without limitation, the costs of administering the various Village DOZ special and escrow accounts maintained by the Village of Hempstead in accordance with § 139-213K or pursuant to any community benefits agreements or other agreements relating to development in the DOZ. The purpose of this meeting is to enable the applicant to prepare an approvable site plan and/or subdivision application by giving detailed technical advice on development standards, procedures, incentives, and application requirements. The applicant shall present an initial sketch of the proposal including relevant information described in the instruction sheet.

- (3) Presubmission Conference No. 2. Presubmission Conference No. 2 is likewise mandatory, and shall be held by appointment with the PAT and the DAB. The applicant must normally sign up two weeks in advance and provide information listed in the instruction sheet provided at the initial contact meeting. The fee for this meeting will be set by the Village Board in a fee schedule established under § 139-213K. The amount of this fee will depend on scale and size of project. The purpose of this meeting is to have an in-depth discussion of the applicant's proposal and to advise the applicant as to what must be shown on the full application to the Planning Board, including all submission requirements, required improvements, required parking and civic spaces and/or fees in lieu thereof, required affordable housing, SEQRA requirements, special permit requirements (if any) and required compliance with the community benefits policies. The submission requirements for this conference shall be specified in the instruction sheet issued in prior meetings and may be modified by the DAB and PAT as appropriate to the project. Such submission will typically include a conceptual site plan that shows proposed uses, location, footprint, and height of proposed buildings and accessory buildings, a sketch of facades of all buildings that face streets and public civic spaces, as well as civic space areas, setback areas, and parking areas, as well as a vicinity map with sufficient detail to show the immediate context of the proposed development and all surrounding properties within a radius of 500 feet. If the applicant believes that the provision of public and/or semipublic civic spaces on site is not feasible or necessary for compliance with this article, the applicant shall explain the reasons and shall discuss with the PAT and the DAB the payment of a fee-in-lieu and possible off-site locations where civic space may be provided using such fee-in-lieu to enhance the applicant's property and the neighborhood.
- (4) Submission of full application to the Planning Board. The applicant shall prepare a detailed site plan and/or subdivision application containing all information requested by the PAT and DAB in Presubmission Conference No 2. If a special permit is required, an application for the special permit shall also be submitted at the same time. A review fee for the site plan (and special permit, if applicable) shall also be submitted, as required by the fee schedule

adopted by the Village Board of Trustees. The PAT and DAB shall determine whether, in their judgment, the proposal complies with this article's development standards, street standards, and civic space standards, and whether any special permit requested should be granted under applicable special permit standards. The application shall be reviewed by the PAT and DAB, which shall either: a) send it back to the applicant with instructions to

:3

make changes and/or supply more information; or b) if it is ready for Planning Board review, forward the application to the Planning Board with its recommendations for approval or approval with modifications or conditions. The applicant may choose to proceed to Planning Board review without recommendation of the DAB.

E. Planning Board review.

- (1) The Planning Board shall initiate the SEQRA process and review the application materials, along with the DAB recommendations, within 15 days of receiving the materials. If the application involves a special permit or a subdivision, the Planning Board shall hold a public hearing pursuant to the provisions of § 8-6.1 of the Village Code within 20 days of receiving the application. No public hearing shall be required if the application is only for site plan approval, unless same is required pursuant to SEQRA.
- (2) If a public hearing is required, it shall be held within 30 days from the time the DAB recommends and the Planning Board determines that the application is complete. The Secretary of the Planning Board shall mail notice of the hearing to the applicant at least 10 days before such hearing, and shall cause the hearing to be advertised at least five days prior to the scheduled date in a newspaper of general circulation in the Village. The Planning Board shall comply with all other applicable provisions of Village Law §§ 7-725-b and 7-728 with respect to public hearings for special use permits and subdivisions.

F. Planning Board action.

- (1) Within 20 days after the close of the public hearing, if one is held, the Planning Board shall render a written decision, which approves, conditionally approves, or disapproves the application and authorizes the signing of the site plan or subdivision plat if it is approved. This time period may be extended upon the mutual consent of the Planning Board and the applicant, or as may be required under SEQRA.
- (2) If no hearing is held, the Planning Board shall, within 30 days of the meeting at which it reviews an application, render a written decision and authorize with or without conditions the signing of an approved site plan or subdivision plat. This time period may be extended by mutual consent of the Planning Board and the applicant, or as may be required under SEQRA.
- (3) Every decision of the Planning Board with respect to a site plan or subdivision shall immediately be filed in the office of the Village Clerk, and the Building Department.
- (4) After recommendation of the DAB, the Planning Board may waive, to the extent permitted under New York Law, any requirements for site plan approval under § 139-208. Any such waiver, which shall only be granted upon a finding that it is justified by site conditions and will be consistent with the purposes of the DOZ, shall include appropriate conditions designed to

preserve the intent of the DOZ. Waivers may only be granted if the Planning Board further finds that the requirements waived are not necessary for public health, safety or general welfare or are inappropriate to a particular site plan.

- (5) Upon approval or approval with modifications, the Secretary of the Planning Board shall mail to the applicant a copy of the written decision of the Planning Board.
  - (6) Upon approval or approval with modifications, the Planning Board shall endorse a copy of the site plan or subdivision and forward it to the Superintendent of Buildings, who shall then issue the appropriate permit if the project conforms to all other applicable requirements.
  - (7) If an application is denied, the Planning Board shall so inform the Superintendent of Buildings, who shall not issue a building permit or certificate of occupancy or of completion. The Secretary to the Planning Board shall also mail to the applicant a copy of the written decision of the Planning Board and its reasons for disapproval. A copy of the appropriate minutes may suffice for this notice.
  - (8) All mailings shall be by ordinary first-class mail to the applicant and his/her attorney, if any, at the address given by the applicant on the application form.
  - (9) Specifications for all improvements shown on the site plan or subdivision shall be those set forth in this article and in other local laws, rules and regulations or in construction specifications of the Village of Hempstead.
  - (10) The Planning Board may not require, as a condition of approval, that the applicant dedicate civic space to the Village. The Planning Board may require that an area designated as civic space be reserved as undeveloped or that, in lieu of such reservation, the applicant pay a fee in lieu of providing civic space.
- G. Submission requirements. The information required to be submitted with an application in the DOZ shall be determined in the course of preapplication conferences 1 and 2 based upon the size, scale, and type of project and the requirements of this article and other applicable laws and regulations. The PAT and DAB will make best efforts to ensure that applicants are required to submit only information necessary for an informed review of an application, including compliance with SEQRA, to ensure that the application receives an expedited review and that it complies with all requirements of this article.
- H. Site plan amendments. Proposed amendments to site plans shall be presented first to the DAB, which shall determine whether they will require a presubmission conference and review and approval by the Planning Board (for major amendments) or an expedited review, involving one presubmission conference, and administrative approval by the Superintendent of Buildings (for minor amendments). The Planning Board may establish and adopt criteria for determining the degree of change to a site plan that triggers the need for a new application and full approval process.

- I. Special permits. Those uses which are specifically authorized to be granted by special permit by this article may be allowed by a majority vote of the Planning Board pursuant to § 7-725-b of the Village Law, after a favorable recommendation is received from the DAB and a hearing is held pursuant to Subsection E above. Special permits shall be granted only upon a finding by the Planning Board that the requested use is consistent with the intent and purposes of this article and with the Comprehensive Plan Update, complies with all applicable standards, and will enhance the pedestrian-oriented walkable character of the DOZ.
- J. Variances. Variances from the provisions of this article may be granted by the Board of Zoning Appeals pursuant to the statutory requirement in §§ 7-712, 7-712-a, and 7-712-b of the Village Law of New York State. All variance applications shall be referred to the DAB for an opinion on the effect of a proposed variance on the DOZ and the objectives of this article, as well as on the statutory standards for variances contained in § 7-712-b of the Village Law. The DAB shall have 30 days to comment in writing upon such referral, and its failure to comment shall not be construed as an endorsement of the variance application. When an area variance application is referred to the DAB, the DAB shall specifically address whether or not the proposed variance will produce an undesirable change to the desired walkable and pedestrian-friendly neighborhood character to be created by this article. If the decision by the Board of Zoning Appeals under this subsection does not follow the DAB's recommendations, it shall contain written findings explaining the planning and design rationale for its decision. Any area variance may be granted without the need for a denial by the Superintendent of Buildings, in the course of site plan approval, as provided in § 7-725-a of the Village Law.
- K. Fees. All fees referenced in this article shall be charged according to a fee schedule adopted by resolution of the Village Board of Trustees, as amended from time to time by resolution of the Village Board of Trustees. Such fees shall be paid to the Village of Hempstead for deposit in a Village DOZ special account or accounts, which shall be segregated from other Village funds and shall be used exclusively in connection with project reviews and construction of public improvements within the DOZ. Recreation fees charged in connection with residential development shall be charged if authorized pursuant to § 8-6B of the Village Code in the same manner as would apply to any residential development in the Village. The Planning Board may deem the provision of on-site civic space to satisfy § 8-6B if such civic space is available for recreational purposes. The Village Board may establish a procedure for placing review funds received from applicants in an escrow account to ensure the availability of expedited professional review services.
- L. Duration of approvals. All development proposals approved under this article shall remain valid for a period of two years from the date of site plan approval and an applicant shall obtain necessary building permits and other approvals from permitting agencies and commence construction within such time period. Such approvals shall expire after two years unless the applicant can show good cause for its failure to obtain a building permit and commence construction, in which case an extension of up to one year may be granted by the Planning Board. If construction is suspended for a period greater than six months, the applicant shall provide an

explanation to the Planning Board which shall be empowered to revoke the approval if such suspension is not found to be for good cause. \*\*\*\*\*

ADDITIONS ARE INDICATED BY UNDERLINE.

\*\*\* INDICATES NO CHANGE IN PRESENT TEXT

DELETIONS ARE INDICATED BY [BRACKETS].

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