

**VILLAGE OF MANORHAVEN
BOARD OF TRUSTEES
MINUTES
PUBLIC HEARINGS & REGULAR MEETING
MAY 26, 2016 7:00 pm**

The meeting was called to order at 7:15 pm. The Pledge of Allegiance was led by Hon. Mark Lazarovic. The Clerk called the roll and verified that there was a quorum. In attendance were:

Giovanna Giunta, Mayor
James Avena, Trustee
Kevin Gately, Trustee
Priscilla von Roeschlaub, Trustee
James E. Toner, Village Attorney
Leslie C. Gross, Village Clerk-Treasurer
(Trustee Di Lucia joined the meeting at 7:30 pm)

There were 70 +/- members of the public in attendance.

Public Hearings

The legal notice was acknowledged, and a Mr. Steve Patak of Dvirka and Bartilucci was called to the podium to give a review of emergent need to replace the wall at the end of Firwood Road. He suggested that the strongest wall would be reinforced concrete, and that the concrete can be constructed with an attractive façade. He said that the Village along with the residents who live at #100 and #101 Firwood would probably all bear part of the responsibility for the new wall's construction. The cost for the plans would be \$21,300 and the needed soil boring an additional \$2,500 to \$5,000. The cost of construction will be bid out once the plans are accepted. The entire transcript of the public hearing is available at Village Hall.

Note: Trustee Di Lucia joined the meeting at 7:30 p.m.

BOARD OF TRUSTEES, INC. VILLAGE OF MANORHAVEN

RESOLUTION #35-2016 May 26, 2016

Trustee Avena offered the following resolution and moved its adoption, seconded by Trustee Gately, which resolution was declared adopted after a poll of the members of this Board

**A PUBLIC HEARING TO CONSIDER THE PROPOSAL OF D & B ENGINEERS AND
ARCHITECTS FOR ENGINEERING SERVICES TO REPLACE FIRWOOD ROAD
RETAINING WALL**

WHEREAS, the Board of Trustees has received numerous complaints from residents that the retaining wall located on Firwood Road is need of being replaced; and,

WHEREAS, members of the Board of Trustees have personally visited the site and confirmed these complaints as valid; and,

WHEREAS, it has been determined that the retaining wall is in danger of completely failing thereby posing a danger to the health and safety of residents; and,

WHEREAS, the Board believes that any construction of the a new wall will require a proper study conducted by qualified structural engineers before commencement; and,

WHEREAS, the Board has received a proposal from D & B Engineers and Architects for a preconstruction engineering study to be conducted at the dead end of Firwood Road; and,

WHEREAS, the cost of said study is in excess of \$21,300.00; and,

WHEREAS, the Board recognizes that certain adjoining property owners will be required to participate in these costs; and,

WHEREAS, the Board believes that said property owners have been given proper notice of this public hearing giving them opportunity to be heard on expenditures that they will have to share; and

WHEREAS, the Board further believes that the community at large should have an opportunity to be heard on the aforesaid Dvirka & Bartilucci proposal; and,

WHEREAS, the Board has conducted a duly noticed public hearing;

NOW LET IT BE RESOLVED, that the Mayor is authorized to accept the proposal of Dvirka & Bartilucci on behalf of the village, in accordance with the terms and conditions, as set forth above. The Mayor is further authorized to execute an agreement for the same.

Dated: May 26, 2016
Port Washington, New York

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

The vote on the forgoing resolution was as follows:

Trustee Avena	AYE
Trustee Di Lucia	ABSTAIN
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

The Regular Business of the Board of Trustees continued once the Public Hearing concluded. Mayor Giunta introduced Michelle Roper who presented the MS4/Storm Water Report which the Village must complete each year. She urged that nothing but rain water should go into storm drains as it flows directly into the bay. The Village sweeps in order to keep dirt, fertilizer etc. from flowing into the drains when it rains. Guy La Motta suggested that a law should be passed to stop the use of sudsing agents in soap as that flows to the bay as well. Ms. Roper continued by saying that we can all help keep our bay clean.

Approval of Minutes

Mayor Giunta made a motion to approve the minutes of the April 21st Board meeting with one ministerial correction, seconded by Trustee Gately.

The Board was polled as follows:

Trustee Avena	AYE
Trustee Di Lucia	AYE
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

The department reports were reviewed by the Board and public. It was noted on the Justice Court Report that a \$75,000 settlement was received in favor of the Village by Attorney James Toner for a case regarding illegal trailers. Having no questions regarding the reports, Trustee Gately made a motion to approve the Department Reports, seconded by Trustee Avena. The Board was polled as follows:

Trustee Avena	AYE
Trustee Di Lucia	AYE
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

The Abstract of Claims was reviewed, and Mayor Giunta made a motion to accept the abstract as presented. Trustee Gately seconded the motion, and The Board voted as follows:

Trustee Avena	AYE
Trustee Di Lucia	AYE
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

A. RESOLUTIONS

BOARD OF TRUSTEES, INC. VILLAGE OF MANORHAVEN

RESOLUTION #36-2016 MAY 26, 2016

RESOLUTION AUTHORIZING TREE REMOVAL

Mayor Giunta offered the following resolution and moved its adoption, seconded by Trustee Gately, which resolution was declared adopted after a poll of the members of this Board.

BE IT RESOLVED, that upon the recommendation of the Board of Trustees, and consistent with the standards set forth in section 143-4 (C) of the Code of the Inc. Village of Manorhaven, permission be and hereby is granted to the following for removal of a tree or trees,

<u>Applicant</u>	<u>Address</u>	<u>Quantity</u>
Mr. Randolph Vineis	7 Manhasset Ave.	Tree in front of house (almost dead)

; and

BE IT FURTHER RESOLVED, that the permit fees to be charged to the property owner, shall be as set forth in section 143-6 of the Code; and

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall take effect immediately.

Dated: Manorhaven, New York
May 26, 2016

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

The Board was polled as follows:

Trustee Avena	AYE
Trustee Di Lucia	ABSTAIN
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

BOARD OF TRUSTEES, INC. VILLAGE OF MANORHAVEN
RESOLUTION #37-2016 MAY 26, 2016

RESOLUTION AUTHORIZING TREE REMOVAL

Mayor Giunta offered the following resolution and moved its adoption, seconded by Trustee Avena, which resolution was declared adopted after a poll of the members of this Board:

BE IT RESOLVED, that upon the recommendation of the Board of Trustees, and consistent with the standards set forth in section 143-4 (C) of the Code of the Inc. Village of Manorhaven, permission be and hereby is granted to the following for removal of a tree or trees,

<u>Applicant</u>	<u>Address</u>	<u>Quantity</u>
Assunta Mongelluzzo	35 Dunwood	Tree in front of house

; and

BE IT FURTHER RESOLVED, that the permit fees to be charged to the property owner, shall be as set forth in section 143-6 of the Code; and

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall take effect immediately.

Dated: Manorhaven, New York
May 26, 2016

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

The Board was polled as follows:

Trustee Avena	AYE
Trustee Di Lucia	AYE
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

**BOARD OF TRUSTEES, INC. VILLAGE OF MANORHAVEN
RESOLUTION #38-2016 MAY 26, 2016**

RESOLUTION AUTHORIZING TREE REMOVAL

_____ offered the following resolution and moved its adoption, seconded by _____,
which resolution was declared adopted after a poll of the members of this Board:

BE IT RESOLVED, that upon the recommendation of the Board of Trustees, and consistent with the standards set forth in section 143-4 (C) of the Code of the Inc. Village of Manorhaven, permission be and hereby is granted to the following for removal of a tree or trees,

<u>Applicant</u>	<u>Address</u>	<u>Quantity</u>
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Barbara M. Wayne

11 Dunwood Road

Tree in rear yard in
poor condition

; and

BE IT FURTHER RESOLVED, that the permit fees to be charged to the property owner, shall be as set forth in section 143-6 of the Code; and

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall take effect immediately.

Dated: Manorhaven, New York
May 26, 2016

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

The Board was polled as follows:

Trustee Avena	AYE
Trustee Di Lucia	AYE
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

**BOARD OF TRUSTEES, INC. VILLAGE OF MANORHAVEN
RESOLUTION #39-2016 MAY 26, 2016**

RESOLUTION AUTHORIZING TREE REMOVAL

Trustee von Roeschlaub offered the following resolution and moved its adoption, seconded by Trustee Gately, which resolution was declared adopted after a poll of the members of this Board:

BE IT RESOLVED, that upon the recommendation of the Board of Trustees, and consistent with the standards set forth in section 143-4 (C) of the Code of the Inc. Village of Manorhaven, permission be and hereby is granted to the following for removal of a tree or trees,

<u>Applicant</u>	<u>Address</u>	<u>Quantity</u>
Patricia Lopilato	2 Linwood Road N.	Tree in front of home by curb; roots lifting up sidewalk

; and

BE IT FURTHER RESOLVED, that the permit fees to be charged to the property owner, shall be as set forth in section 143-6 of the Code; and

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall take effect immediately.

Dated: Manorhaven, New York

May 26, 2016

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

The Board was polled as follows:

Trustee Avena	AYE
Trustee Di Lucia	ABSTAIN
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

**BOARD OF TRUSTEES, INC. VILLAGE OF MANORHAVEN
RESOLUTION #40-2016 MAY 26, 2016**

RESOLUTION AUTHORIZING TREE REMOVAL

Trustee Di Lucia offered the following resolution and moved its adoption, seconded by Trustee Avena, which resolution was declared adopted after a poll of the members of this Board:

BE IT RESOLVED, that upon the recommendation of the Board of Trustees, and consistent with the standards set forth in section 143-4 (C) of the Code of the Inc. Village of Manorhaven, permission be and hereby is granted to the following for removal of a tree or trees,

<u>Applicant</u>	<u>Address</u>	<u>Quantity</u>
Ressa Family LLC	9 C & D Dunwood Road	Tree at side of driveway; poor condition.

BE IT FURTHER RESOLVED, that the permit fees to be charged to the property owner, shall be as set forth in section 143-6 of the Code;
and,

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall take effect immediately.

Dated: Manorhaven, New York
May 26, 2016

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

The Board was polled as follows:

Trustee Avena	AYE
Trustee Di Lucia	AYE

Trustee Gately AYE
Trustee von Roeschlaub AYE
Mayor Giunta AYE

BOARD OF TRUSTEES-INC. VILLAGE OF MANORHAVEN
RESOLUTION #41-2016 , May 26, 2016

Trustee Di Lucia offered the following resolution and moved its adoption, seconded by Trustee Gately, which resolution was declared adopted after a poll of the members of this Board:

A RESOLUTION TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF NORTH HEMPSTEAD FOR THE PURPOSE OF COMPLYING WITH THE VILLAGE’S RESPONSIBILITIES UNDER THE STATE POLLUTION DISCHARGE ELIMINATION SYSTEMS (SPDES) PERMIT FOR THE OPERATION ITS MUNICIPALITIES SEPARATE STORM SEWER SYSTEM “MS4”.

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and Districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, an essential portion of complying with a municipality’s responsibilities under its State Pollution Discharge Elimination Systems (SPDES) permit for the operation of its Municipal Separate Storm Sewer System (“MS4”) is to complete data collection on, and mapping of, its MS4; and

WHEREAS, the New York State Department of Environmental Conservation, through its Water Quality Improvement Program, has awarded a grant (the “Grant”) to the Town to perform data collection, analysis, and Geographic Information Systems (GIS) mapping in support of its MS4 program (the “Grant”); and

WHEREAS, the Town, pursuant to a request for proposals, awarded an agreement to Bowne Management Systems, Inc. (the “Contractor”) to perform the activities described in the Grant (the “Services”); and

WHEREAS, a portion of the Grant may be allocated to performing the Services for MS4’s owned and operated by incorporated villages within the Town; and

WHEREAS, the Town has offered to the Inc. Village of Manorhaven to perform the Services for the Village through the Grant using the Contractor; and

WHEREAS, by having the Contractor perform the Services on behalf of the Village, the Village will be completing a portion of their SPDES permit responsibilities, and preparing to meet and

responsibilities which may be included by the State in future revisions of the SPDES permit, at no cost to the Village; and

WHEREAS, the Board of Trustees recognize that performance of this work would otherwise come at a cost to the Village, or the Village would be required to secure its own grant funding for the work

WHEREAS, the Board of Trustees have determined it to be in their best interests assure that the Services are completed in a timely manner, and desire to cooperate in the completion of the Services; and

WHEREAS, the Board of Trustees have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the implementation of the Grant.

WHEREAS, the aforesaid Inter-municipal Agreement is set forth as follows:

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the "Agreement") dated the date this Agreement is entered into on behalf of the Town, is entered into by and between **TOWN OF NORTH HEMPSTEAD** ("Town") a municipal corporation duly organized and validly existing under the laws of the State of New York with offices located at 220 Plandome Road, Manhasset, New York 11030; and _____ ("Village"), a municipal corporation duly organized and validly existing under the laws of the State of New York with offices located at _____. The Town and the Village are hereinafter referred to, jointly, as the "Parties", and individually, as a "Party").

WITNESSETH:

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and Districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, an essential portion of complying with a municipality's responsibilities under its State Pollution Discharge Elimination Systems (SPDES) permit for the operation of its Municipal Separate Storm Sewer System ("MS4") is to complete data collection on, and mapping of, its MS4; and

WHEREAS, the New York State Department of Environmental Conservation, through its Water Quality Improvement Program, has awarded a grant (the “Grant”) to the Town to perform data collection, analysis, and Geographic Information Systems (GIS) mapping in support of its MS4 program (the “Grant”); and

WHEREAS, the Town, pursuant to a request for proposals, awarded an agreement to Bowne Management Systems, Inc. (the “Contractor”) to perform the activities described in the Grant (the “Services”); and

WHEREAS, a portion of the Grant may be allocated to performing the Services for MS4’s owned and operated by incorporated villages within the Town; and

WHEREAS, the Town has offered to the Village to perform the Services for the Village through the Grant using the Contractor; and

WHEREAS, by having the Contractor perform the Services on behalf of the Village, the Village will be completing a portion of their SPDES permit responsibilities, and preparing to meet and responsibilities which may be included by the State in future revisions of the SPDES permit, at no cost to the Village; and

WHEREAS, the performance of this work would otherwise come at a cost to the Village, or the Village would be required to secure its own grant funding for the work;

WHEREAS, the Parties have determined it to be in their best interests assure that the Services are completed in a timely manner, and desire to cooperate in the completion of the Services; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the implementation of the Grant.

NOW THEREFORE, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

1. Designation of Grant Manager.

The Village agrees that the Town shall be the manager and lead representative of the Grant on behalf of the Village, and, except as provided in Section 3(a) and 4(b) below, shall expend all funds necessary to be expended under the Grant and be reimbursed solely by DEC for said expenditures. The Village also agrees that Town shall be designated “lead agency” for the purposes of the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations with regard to the activities necessitated by the Grant, subject to the Village’s

compliance with SEQRA's implementing regulations regarding the designation of a "lead agency."

2. Grant Activities.

In order to assure the timely completion of the Services, the Village shall provide such reports, documentation and information to the Town, and shall cooperate with the Town, as may be required by Town to fulfill its obligations under the Grant and otherwise supervise the completion of the Services. Such cooperation shall include, but not be limited to:

1. (a) Providing to the Town all information requested by the Town, and available in the Village's records, regarding the Village's municipal separate storm sewer system as may be necessary to complete the Services;
2. (b) Cooperating with the Contractor with any field work within the territorial boundaries of the Village;
3. (c) When requested in writing, providing materials necessary for quarterly reporting to DEC in a timely fashion, including but not limited to records of the Village's time that will be used to provide an in-kind match for the grant funds, and narratives describing the Party's activities during the reporting period;

3. Term of Agreement.

The term of this Agreement shall commence upon the final execution of this Agreement by the parties hereto and shall expire upon the earlier of (i) five (5) years thereafter or (ii) completion of the Services and final reporting to DEC on activities relative to the Grant, unless sooner terminated in accordance with this Agreement. However, the term of the Agreement may be extended by written agreement of the parties.

4. Costs; Employees.

(a) Each Party shall be responsible for its own costs incurred in performing the activities described in this Agreement. The Village, in furtherance of the provisions of Section 2 above, shall provide the Town with documentation evidencing in-kind matching costs of at least Five Hundred and 00/100 Dollars (\$500.00) of staff time, incurred by the Village upon the Town's request.

(b) The Village's employees whose services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees of the Village. All employees participating in implementing the terms of this Agreement shall for all purposes remain the employees of the Party by which they were employed. In all cases, each Party shall ensure that each employee employed by such Party is covered by worker's compensation insurance for all activities to be performed pursuant to this Agreement. All costs incurred by the Village in

undertaking the activities described in this Agreement shall be borne by the Village and are not subject to reimbursement by the Town or NYSDEC.

5. Termination.

(a) Any party to this Agreement may terminate their participation in this Agreement upon thirty (30) days' notice to the other Party specifying the date upon which termination is to take effect. Notice of termination shall be sent to the other Party by certified mail, return receipt requested at the addresses stated at the top of this Agreement.

(b) The Village acknowledges that the Town, as grant manager, may expend funds in furtherance of the tasks described in this Agreement under the assumption that those funds will be reimbursed to the Town by DEC under the Grant. The Village agrees that if the Village's termination of this Agreement causes certain amounts expended by the Town to lose eligibility for reimbursement by DEC, the Village shall reimburse the Town for such amounts as have become ineligible for reimbursement by reason of such termination, within ten (10) days of the Village's receipt of a notice from the Town. The provisions of this Paragraph 4 shall survive termination of this Agreement

6. Indemnification, Hold Harmless, Defense, Cooperation.

(a) To the fullest extent permitted by law, each Party (the "Indemnitor"):

(i) shall be solely responsible for and shall indemnify and hold harmless the other Party, and their officers, employees, agents, and servants (collectively, the "Indemnitees"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements), and damages (collectively, "Losses") arising out of the negligence or willful misconduct of the Indemnitor in connection with this Agreement, provided, however, that nothing hereunder shall obligate the Indemnitor to indemnify or hold harmless the Indemnitees from or against any losses arising from the negligence of the Indemnitees.

(ii) shall, upon the Indemnitee's demand and at the Indemnitee's direction, promptly and diligently defend, at the Indemnitor's sole risk and expense, any and all suits, actions,

or proceedings which may be brought or instituted against one or more Indemnitees and which arise out of or in connection with Section (5)(a)(i) of this Agreement, and the Indemnitor shall pay and satisfy any judgment, decree, loss, or settlement that constitutes a loss in connection therewith.

(iii) shall, and shall cause any employee, servant, agent, or independent contractor of the Indemnitor, to cooperate with the Indemnitees in connection with the investigation, defense, or

prosecution of any action, suit, or proceeding arising out of or in connection with Section (5)(a)(i) of this Agreement.

(b) The obligations of the Parties pursuant to Section 5 (a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

7. Insurance.

The Parties agree to procure and maintain, with a State admitted carrier holding an "A" rating from AM Best Company or equivalent, the following insurance policies during the term of this Agreement:

(i) Commercial General Liability insurance from a New York State admitted carrier covering the liability of such Party, including Contractual insurance defending, indemnifying and holding harmless the other Party, their agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Two Million (\$2,000,000.00) Dollars. Each Party shall be named additional insured in such policy.

(iii) Worker's Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers Compensation Board pursuant to the State Workers' Compensation Law §57(2).

(iv) Disability Benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers Compensation Board pursuant to State Workers Compensation Law 220(2).

At the time of execution of this Agreement, each Party shall furnish the other Party with certificates of insurance evidencing the required coverages set forth in Sections 6 (i) and (ii) (the "Certificates"). The Certificates, and other proof of insurance provided pursuant to Sections 6 (iii) and (iv) hereof shall reflect that the policies shall not be changed or cancelled unless thirty (30) days prior written notice is given to the Parties by registered or certified mail.

8. Compliance with Law.

The Parties shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, procurement and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf

of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

9. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, 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 of New York, without regard to the conflict of laws provisions thereof.

10. Legal Provisions Deemed Included; Severability; 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 either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

(c) 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 either Party as drafter.

11. Executory Clause.

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required approvals have been obtained, including, if required, approval by each Party's respective boards, and (ii) this Agreement has been executed by the chief executive of each Party, or their duly-designated deputy.

(b) Availability of Funds. The Parties shall have no 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.

12. Entire Agreement.

This Agreement represents the full and entire understanding and agreement between the parties hereto 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

IN WITNESS WHEREOF, the Parties have hereto set their hands as of the day and year first above written.

TOWN OF NORTH HEMPSTEAD

By: _____ Judi Bosworth, Supervisor

(VILLAGE)

By: _____, Mayor

APPROVED AS TO FORM:

_____ Elizabeth D. Botwin, Town Attorney

_____ Comptroller or Deputy Comptroller

_____ Erin Reilley, Chief Sustainability Officer

ACKNOWLEDGMENTS STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this__ day of _____ in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Judi Bosworth, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

_____ Notary Public

STATE OF NEW YORK) COUNTY OF NASSAU)

: ss.:

On this ___ day of _____ in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

_____ Notary Public

NOW, THEREFORE LET IT BE RESOLVED, that the Mayor is hereby authorized to enter into Inter-municipal Agreement as set forth above, and is further authorized to affix her signature to the same.

Dated: May 26, 2016

Port Washington, New York

GIOVANNA GIUNTA, Mayor

Incorporated Village of Manorhaven

The vote on the forgoing resolution was as follows:

Trustee Avena	AYE
Trustee Di Lucia	AYE
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

BOARD OF TRUSTEES – INC. VILLAGE OF MANORHAVEN
RESOLUTION #42-MAY 26, 2016

**RESOLUTION TO RENEW THE VILLAGE’S WORKMEN’S COMPENSATION
BENEFITS FOR A PERIOD OF TWO YEARS**

Trustee von Roeschlaub offered the following resolution and moved its adoption, seconded by Trustee Avena, which resolution was declared adopted after a poll of the members of this Board:

WHEREAS, New York State mandates Workmen’s Compensation Benefits for all employees in the state; and,

WHEREAS, The Village’s current Workmen’s Compensation Plan will expire on June 1, 2016; and,

WHEREAS, The Village has been presented with a renewal option from its insurance broker, Salerno Brokerage Corp. for PERMA Worker’s Compensation Insurance; and,

WHEREAS, said renewal option is for a period of two (2) years, the cost to the village for year one will be \$44, 904 and the cost to village for the second year is estimated at \$43, 866 to \$53,071 depending on The Village’s loss experience for the period 6/1/16 – 4/30/17; and,

WHEREAS, the Board believes that the two-year option presents significant cost savings over a single year option for \$47,926 and is in the best interest of the village; and,

BE IT RESOLVED, that the Mayor is authorized to execute a two-year agreement for Workmen’s Compensation benefits in accordance with the Salerno Brokerage Corps.’ proposal as set forth above.

Dated: May 26, 2016
Port Washington, New York

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

Trustee Di Lucia	AYE
Trustee Gately	AYE
Trustee von Roeschlaub	AYE
Deputy Mayor Steele	AYE
Mayor Giunta	AYE

BOARD OF TRUSTEES – INC. VILLAGE OF MANORHAVEN
RESOLUTION #43 -2016 MAY 26, 2016

**A RESOLUTION AUTHORIZING THE EMPLOYMENT, APPOINTMENT,
ADJUSTMENT, CORRECTION, CHANGE IN GRADE OR SALARY AND/OR
TERMINATION OF EMPLOYEES OF THE VILLAGE**

Trustee Gately offered the following resolution and moved its adoption, seconded by Trustee Di Lucia, which resolution was declared adopted after a poll of the members of this Board:

WHEREAS, the approval of The Board of Trustees has been requested for the employment, appointment, adjustment correction or change in grade in salary and/or termination of certain individuals, employees of The Village; and,

WHEREAS, on November 19, 2015, the Code Enforcement Officer was among those granted a raise; and,

WHEREAS, the Code Enforcement Officer has successfully completed the requirements of a Basic Code Enforcement Training Program; and,

NOW, THEREFORE, BE IT RESOLVED, that the following adjustment in salary be hereby adopted and approved as requested;

Code Enforcement Officer: \$1.07 raise per hour be retroactive to include the period between January 1, 2015 through November 19, 2015 in an amount not to exceed \$2,500.

Dated: May 26, 2016
Manorhaven, New York

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

Trustee Avena AYE
Trustee Di Lucia AYE
Trustee Gately AYE
Trustee von Roeschlaub AYE
Mayor Giunta AYE

BOARD OF TRUSTEES, INC. VILLAGE OF MANORHAVEN

RESOLUTION #44- 2016 MAY 26, 2016

A RESOLUTION TO RE-OPEN THE PUBLIC FOR THE LOCAL LAW TO ESTABLISH A BUILDING MORATORIUM IN CERTAIN ZONING DISTRICTS WITHIN THE VILLAGE

WHEREAS, the Board of Trustees passed a local law on April 21st, 2016 to protect the Village waterfront, as a significant and special resource, that has fostered the development of a unique nautical heritage and history; and,

WHEREAS, the Board of Trustees desires a temporary restraint on development in those zoning districts of the village that are located along its waterfront pending the Village’s review, modification, enactment, and/or updates to the its comprehensive master plan, its local

waterfront revitalization plan, and its zoning code.

WHEREAS, the Board of Trustees desires the Moratorium to fully carry out the objectives of its enactment, and has been advised by the village attorney that the finding of the planning board must be included on the record of the Public Hearing and that the Moratorium be re-voted and reconstituted with such.

WHEREAS, the village attorney has also advised that a small portion of the R1 zone that abuts the waterfront that runs along Sintsink Drive West must be added to the moratorium.

WHEREAS, the Nassau County Planning Commission has been noticed as to such amendment.

NOW THEREFORE LET IT BE RESOLVED that the public hearing for the aforesaid moratorium shall be reopened and held by this Board on June 22, 2016 at 7:00 pm in the Village Board Room, Village Hall, 33 Manorhaven Blvd., Port Washington, New York for the sole purpose of considering the above amendment to moratorium and for the purpose of adding the findings of the Nassau County Planning Commission to the record.

Dated: Manorhaven, New York
May 26, 2016

GIOVANNA GIUNTA, Mayor
Incorporated Village of Manorhaven

Trustee Di Lucia AYE
Trustee Gately AYE
Trustee von Roeschlaub AYE
Deputy Mayor Steele AYE
Mayor Giunta AYE

ADJOURNMENT: Motion to adjourn by: Mayor Giunta Second by: Trustee Gately The
meeting was adjourned at 9:55 pm.

Respectfully Submitted,

Leslie C. Gross, RMC, MMC
Village Clerk-Treasurer