

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 9th day of February, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- BELLMORE
Section 202-15
CHAPMAN AVENUE (TH 162/15) South Side – TWO HOUR PARKING 8 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS – starting at a point 30 feet east of the east curbline of Harris Court, east for a distance of 242 feet.
- ELMONT
Section 202-19
ELMONT ROAD (TH 632/15) West Side – NO PARKING SUNDAYS & HOLIDAYS 8 AM – 6 PM – starting at a point 748 feet north of the north curbline of Belmont Ave., north for a distance of 198 feet.
- MERRICK
Section 202-11
CAYUGA DRIVE (TH 6/16) North Side – TWO HOUR PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS – starting at a point 399 feet east of the east curbline of Seneca Drive West, east for a distance of 69 feet.
- SEAFORD
Section 202-4
MARJORIE LANE (TH 623/15) South Side – ONE HOUR PARKING 8 AM – 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 20 feet west of the west curbline of Guildford Park Drive, west for a distance of 85 feet.
- SOUTH HEMPSTEAD
Section 202-25
HARRY COURT (TH 620/15) East Side – NO PARKING 6 AM – 3 PM – starting at a point 20 feet south of the south curbline of Willis St., south for a distance of 67 feet.

ALSO, to REPEAL from Chapter 202 "REGULATIONS & RESTRICTIONS" to limit parking at the following locations:

- BELLMORE
Section 202-15
CHAPMAN AVE. (TH 162/15) South Side – TWO HOUR PARKING 8 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS – starting at a point 30 feet east of the east curbline of Harris Court, east for a distance of 167 feet.
(Adopted 11/24/15)
- ELMONT
Section 202-19
ELMONT ROAD (TH 351/05) West Side – NO PARKING SUNDAYS & HOLIDAYS 8 AM – 6 PM – starting at a point 748 feet north of the north curbline of Belmont Ave., north for a distance of 248 feet. (Adopted 3/21/06)

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

Case # 29421

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

Dated: January 26, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 9th day of February, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

ELMONT

BAYLIS AVENUE (TH 633/15) South Side – NO PARKING ANYTIME – starting at a point 144 feet west of the west curblineline of Elmont Rd., west for a distance of 50 feet.

SEAFORD

GUILDFORD PARK DRIVE (TH 623/15) West Side – NO STOPPING HERE TO CORNER – starting at the south curblineline of Marjorie Lane, south for a distance of 38 feet.

GUILDFORD PARK DRIVE (TH 623/15) West Side – NO PARKING ANYTIME – starting at a point 38 feet south of the south curblineline of Marjorie Lane, south for a distance of 28 feet.

UNIONDALE

CUNNINGHAM AVENUE (TH 406/15) West Side – NO STOPPING ANYTIME – starting at the south curblineline of Hempstead Tpke., south for a distance of 106 feet.

CUNNINGHAM AVENUE (TH 406/15) East Side – NO STOPPING ANYTIME – starting at the south curblineline of Hempstead Tpke., south for a distance of 122 feet.

CAMBRIA STREET (TH 406/15) North Side – NO STOPPING HERE TO CORNER – starting at the west curblineline of Cunningham Ave., west for a distance of 25 feet.

CAMBRIA STREET (TH 406/15) North Side – NO STOPPING HERE TO CORNER – starting at the east curblineline of Cunningham Ave., east for a distance of 25 feet.

GILROY AVENUE (TH 406/15) West Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Lindy Place, north for a distance of 25 feet.

GILROY AVENUE (TH 406/15) West Side – NO STOPPING HERE TO CORNER – starting at the south curblineline of Lindy Place, south for a distance of 30 feet.

LINDY PLACE (TH 406/15) North Side – NO STOPPING HERE TO CORNER – starting at the west curblineline of Gilroy Ave., west for a distance of 25 feet.

LINDY PLACE (TH 406/15) South Side – NO STOPPING HERE TO CORNER – starting at the east curblineline of Gilroy Ave., east for a distance of 25 feet.

non # 29422

LOCUST AVENUE (TH 406/15) West Side – NO STOPPING ANYTIME – starting at a point 30 feet south of the south curbline of Front St., south for a distance of 45 feet.

LOCUST AVENUE (TH 406/15) East Side – NO STOPPING ANYTIME – starting at a point 20 feet south of the south curbline of Front St., south for a distance of 52 feet.

WOODMERE

ETON ROAD (TH 629/15) South Side – NO STOPPING HERE TO CORNER – from the west curbline of Woodmere Blvd., west for a distance of 20 feet.

ETON ROAD (TH 629/15) North Side – NO STOPPING HERE TO CORNER – from the west curbline of Woodmere Blvd., west for a distance of 20 feet.

ETON ROAD (TH 629/15) North Side – NO STOPPING HERE TO CORNER – from the east curbline of Yale Ave., east for a distance of 20 feet.

ETON ROAD (TH 629/15) South Side – NO STOPPING HERE TO CORNER – from the east curbline of Yale Ave., east for a distance of 20 feet.

ETON ROAD (TH 629/15) North Side – NO PARKING ANYTIME – starting at a point 100 feet east of the east curbline of Yale Ave., east for a distance of 140 feet.

ETON ROAD (TH 629/15) South Side – NO PARKING ANYTIME – starting at a point 100 feet east of the east curbline of Yale Ave., east for a distance of 20 feet.

ALSO, to REPEAL from Section 202-1 “PARKING OR STANDING PROHIBITIONS”

at the following locations:

UNIONDALE

CUNNINGHAM AVENUE (TH 009/07) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Hempstead Turnpike, south for a distance of 100 feet. (Adopted 5/8/07)

CUNNINGHAM AVENUE (TH 365/10) East Side – NO STOPPING HERE TO CORNER – starting at a point 36 feet south of the south curbline of Hempstead Tpke., south for a distance of 78 feet. (Adopted 11/23/10)

LOCUST AVENUE (TH 572/03) West Side – NO STOPPING ANYTIME – starting at the south curbline of Front Street, south for a distance of 104 feet. (Adopted 3/23/04)

LOCUST AVENUE (TH 572/03) East Side – NO STOPPING ANYTIME – starting at the south curbline of Front Street, south for a distance of 110 feet. (Adopted 3/23/04)

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

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

Dated: January 26, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 9th day of February, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following location:

UNIONDALE

WALTON AVENUE (TH 406/15) STOP – all traffic traveling westbound on Lindy Pl. shall come to a full stop.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

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

Dated: January 26, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

Case # 29423

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the Code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion. Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 9th day of February, 2016, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

BALDWIN

BERKLEY STREET - east side, starting at a point 130 feet south of the south curbline of Lenox Road, south for a distance of 20 feet.
(TH-583/15)

ELMONT

POST AVENUE - south side, starting at a point 201 feet east of the east curbline of Evans Avenue, east for a distance of 30 feet.
(TH-618/15)

UNIONDALE

SPRING AVENUE - north side, starting at a point 240 feet southwest of the south curbline of Winter Avenue, southwest for a distance of 20 feet.
(TH-585/15)

WANTAGH

BEVERLY ROAD - west side, starting at a point 450 feet south of a point opposite the south curbline of Hempstead Turnpike, south for a distance of 20 feet.
(TH-625/15)

and on the repeal of the following locations previously set aside as parking spaces for physically handicapped persons:

ELMONT

OAKLEY AVENUE - east side, starting at a point 167 feet north of the north curblineline of Sun Avenue, north for distance of 20 feet.
(TH-57/11 - 6/14/11) (TH-609/15)

JACOB STREET - west side, starting at a point 192 feet south of the south curblineline of Rosalind Avenue, south for a distance of 28 feet.
(TH-419/87 -11/17/87) (TH-613/15)

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

Dated: Hempstead, New York
January 26, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 9th day of February, 2016, at 10:30 o'clock in the forenoon of that day, to consider the amendment of Section 302 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, insofar as to create a new subsection 302 (Q) thereof, in relation to requiring windows on exterior walls of restaurants. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above-designated.

Dated: Hempstead, New York
January 26, 2016.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Case # 28674

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 9th day of February, 2016, at 10:30 o'clock in the forenoon of that day to consider the proposed creation of a new Section 272.1 of Article XXVII of the Building Zone Ordinance in relation to preferences for certain cases before the Board of Appeals, and Departments of Buildings, Highways and Engineering.

The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above-designated.

Dated: Hempstead, New York
January 26, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Case # 28670

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, and Sections 80-3 and 80-4 of the Code of the Town of Hempstead, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 9th day of February, 2016, at 10:30 o'clock in the forenoon of that day, to consider the adoption of modified regulations pertaining to parking fields in Baldwin (BA 5, 7, 8 and 12), Bellmore (B 1-4 and 8), Merrick (M 5, 7-9 and 11), Seaford (S 5, 6 and 9) and Wantagh (WA 1, 2, and 9-11) which would convert some or all of the spaces in those lots to Town resident parking only, and require posting of appropriate signage, but would not entail any physical changes to the lots, their accesses, configurations, stalls, pavement, drainage, landscaping or any other physical feature

The proposed amended regulations and maps are on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

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

Dated: Hempstead, New York
January 26, 2016

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK

NASRIN G. AHMAD
Town Clerk

Case No. 15162

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING AND DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF DEBEVOISE AVENUE 835.35 FEET WEST OF NASSAU ROAD. SEC 55, BLOCK 415, AND LOT (S) 15, A/K/A 87 DEBEVOISE AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 87 Debevoise Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to perform an Emergency Demolition of a two story wood frame one family dwelling and detached garage at 87 Debevoise Avenue, Roosevelt; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the cost of such emergency demolition and fill is \$27,814.00 which is the emergency price of L and G Ruggiero, Inc. at 702 Cord Avenue, Lindenhurst New York 11757; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Buildings is authorized and directed to initiate reimbursement of all costs and expenses incurred pursuant to Section 90-15 of the Code of the Town of Hempstead, which has been made from Account No. 030-002-3620-4300, which shall be recovered from the property owner in the manner provided for the assessment of the cost of public improvements under Article 15 of the Town Law of the State of New York.

Item # 1

Case # 6542

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$27,814.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF NASSAU STREET AND FARMERS AVENUE. SEC 56, BLOCK 204, AND LOT (S) 107, A/K/A 820 NASSAU STREET, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 820 Nassau Street, Bellmore, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) four foot by five foot (4' x 5') window with one half inch (1/2") four (4) ply plywood, provide and install four (4) lock and hasps, located at 820 Nassau Street, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$352.00, the cost associated with the emergency services provided at 820 Nassau Street, Bellmore, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

Item # 2

Case # 6542

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$352.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME, ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF GRAND STREET, 55 FEET SOUTH OF BEDORD AVENUE. SEC 33, BLOCK 368, AND LOT (S) 206, A/K/A 17 GRAND STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 17 Grand Street, Elmont, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board four (4) eighteen inch by thirty four inch (18" x 34") windows with one half inch (1/2") four (4) ply plywood, board one (1) thirty six inch by forty two inch (36" x 42") window with one half inch (1/2") four (4) ply plywood, located at 17 Grand Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 17 Grand Street, Elmont, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

Item # 2

Case # 6542

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$180.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF ORCHID ROAD, 162.08 FEET EAST OF VIOLET LANE. SEC 45, BLOCK 189, AND LOT (S) 3, A/K/A 188 ORCHID STREET, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 188 Orchid Street, Levittown, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to resecure one (1) eighty inch by eighty inch (80" x 80") wood fence, located at 2364 Maple Avenue, Seaford;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 188 Orchid Street, Levittown, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

Item #

2

Case #

6542

and the Board of Assessors of the County of Nassau, so that the sum of \$180.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF CLINTON AVENUE, 100 FEET WEST OF FIRST PLACE. SEC 55, BLOCK 450, AND LOT (S) 115, A/K/A 188 EAST CLINTON AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 188 East Clinton Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) forty eight inch by fifty two inch (48" x 52") window with one half inch (1/2") four (4) ply plywood, board one (1) eighteen inch by thirty four inch (18" x 34") window with one half inch (1/2") four (4) ply plywood, build one (1) forty inch by eighty four inch (40" x 84") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, build one (1) three foot by seven foot (3' x 7') door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 188 East Clinton Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$281.84, the cost associated with the emergency services provided at 188 East Clinton Avenue, Roosevelt, New York;

Item # 2

Case # 6542

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$281.84 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF LEE STREET, 125.5 FEET WEST OF NASSAU ROAD. SEC 55, BLOCK 430, AND LOT (S) 134, A/K/A 15 LEE STREET, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 15 Lee Street, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) thirty three inch by forty two inch (33" x 42") window with one half inch (1/2") four (4) ply plywood, build one (1) thirty one inch by eighty inch (31" x 80") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, board one (1) sixty inch by eighty two inch (60" x 82") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 15 Lee Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$277.50, the cost associated with the emergency services provided at 15 Lee Street, Roosevelt, New York;

NOW, THEREFORE, BE IT

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RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$277.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF LINDEN PLACE, 192.37 FEET EAST OF PARK AVENUE. SEC 55, BLOCK 480, AND LOT (S) 602, A/K/A 7 LINDEN PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 7 Linden Place, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board four (4) thirty two inch by fifty seven inch (32" x 57") windows with one half inch (1/2") four (4) ply plywood, board four (4) thirty two inch by forty inch (32" x 40") windows with one half inch (1/2") four (4) ply plywood, board two (2) thirty inch by thirty two inch (30" x 32") windows with one half inch (1/2") four (4) ply plywood, secure two (2) forty inch by eighty four inch (40" x 84") door with one half inch (1/2") four (4) ply plywood, located at 7 Linden Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$453.72, the cost associated with the emergency services provided at 7 Linden Place, Roosevelt, New York;

NOW, THEREFORE, BE IT

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Case #

6542

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$453.72 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF EAST PENNYWOOD AVENUE, 143.42 FEET EAST OF PARK AVENUE. SEC 55, BLOCK 478, AND LOT (S) 403, A/K/A 115 EAST PENNYWOOD AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 115 East Pennywood Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to build one (1) three foot by seventy nine inch (3' x 79") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, board one (1) two foot by three foot (2' x 3') window with one half inch (1/2") four (4) ply plywood, located at 115 East Pennywood Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 115 East Pennywood Avenue, Roosevelt, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

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BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$180.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF BENNETT AVENUE, 100 FEET EAST OF STEVENS STREET. SEC 55, BLOCK 309, AND LOT (S) 1200, A/K/A 58 BENNETT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 58 Bennett Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to build one three foot by seven foot (3' x 7') door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board with one half inch (1/2") four (4) ply plywood, located at 58 Bennett Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 58 Bennett Avenue, Roosevelt, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

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BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$180.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DEWLLING, LOCATED ON THE SOUTH SIDE OF LEE STREET, 75.5 FEET WEST OF NASSAU ROAD. SEC 55, BLOCK 430, AND LOT (S) 136, A/K/A 11 LEE STREET, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 11 Lee Street, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board thirteen (13) thirty four inch by fifty seven inch (34" x 57") windows HUD style with one half inch (1/2") four (4) ply plywood, board three (3) twenty eight inch by forty inch (28" x 40") windows HUD style with one half inch (1/2") four (4) ply plywood, board one (1) thirty three inch by forty inch (33" x 40") window HUD style with one half inch (1/2") four (4) ply plywood, build two (2) thirty four inch by eighty two inch (34" x 82") door barricades with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood; build one (1) four foot by eight foot (4' x 8') door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 11 Lee Street, Roosevelt;

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associated with the emergency services provided at 11 Lee Street,
Roosevelt, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the
actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a
certified copy of this resolution with the clerk of the County Legislature
and the Board of Assessors of the County of Nassau, so that the sum of
\$1,335.27 may be assessed by the Board of Assessors of the County of
Nassau against the lot in question at the same time as other taxes are
levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF FULTON AVENUE, 225 FEET EAST OF ELYSIAN TERRACE. SEC 55, BLOCK 411, AND LOT (S) 85, A/K/A 55 FULTON AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 55 Fulton Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to build one (1) thirty two inch by eighty four inch (32" x 84") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, build one (1) three foot by seven foot (3' x 7') door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 55 Fulton Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$190.42, the cost associated with the emergency services provided at 55 Fulton Avenue, Roosevelt, New York;

NOW, THEREFORE, BE IT

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RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$190.42 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF MADISON AVENUE, 220.39 FEET EAST OF FRANCES STREET. SEC 55, BLOCK 286, AND LOT (S) 1484 & 1485, A/K/A 60 MADISON AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 60 Madison Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) two foot by thirty five inch (2' x 35") window HUD style with one half inch (1/2") four (4) ply plywood, build one (1) thirty eight inch by eighty eight inch (38" x 88") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, build one (1) forty eight inch by sixty three inch (48" x 63") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 60 Madison Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$240.24, the cost associated with the emergency services provided at 60 Madison Avenue, Roosevelt, New York;

NOW, THEREFORE, BE IT

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RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$240.24 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF PARK AVENUE AND PENNYWOOD AVENUE. SEC 55, BLOCK 478, AND LOT (S) 407 & 408, A/K/A 302 PARK AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 302 Park Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to build one (1) three foot by seven foot (3' x 7') door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (½") four (4) ply plywood, located at 302 Park Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 302 Park Avenue, Roosevelt, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

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BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$180.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF HUDSON AVENUE, 242.21 FEET EAST OF LONG BEACH AVENUE. SEC 55, BLOCK 412, AND LOT (S) 114, A/K/A 150 HUDSON AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 150 Hudson Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to frame two (2) ninety six inch by ninety six inch (96" x 96") garage doors with two inch by four inch by eight foot (2" x 4" x 8') studs and board with one half inch (1/2") four (4) ply plywood, board two (2) sixty two inch by sixty four inch (62" x 64") windows with one half inch (1/2") four (4) ply plywood, board one (1) thirty two inch by sixty four inch (32" x 64") window with one half inch (1/2") four (4) ply plywood, board one (1) forty one inch by sixty inch (41" x 60") window with one half inch (1/2") four (4) ply plywood, board four (4) twenty nine inch by fifty seven inch (29" x 57") windows with one half inch (1/2") four (4) ply plywood, secure one (1) thirty eight inch by ninety six inch (38" x 96") door with one half inch (1/2") four (4) ply plywood, located at 150 Hudson Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$933.31, the cost

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associated with the emergency services provided at 150 Hudson Avenue, Roosevelt, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$933.31 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF MAPLE AVENUE, 65 FEET SOUTH OF LANGEN DRIVE. SEC 63, BLOCK 271, AND LOT (S) 3, A/K/A 2364 MAPLE AVENUE, SEAFORD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2364 Maple Avenue, Seaford, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on April 10, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) five inch by twelve foot (5" x 12') exterior soffit hole with one half inch (1/2") four (4) ply plywood, located at 2364 Maple Avenue, Seaford;

WHEREAS, on June 10, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to fence off one (1) four foot by six foot (4' x 6') wood gate with one half inch (1/2") four (4) ply plywood, secure two (2) forty inch by seven foot (40" x 7') doors with one half inch (1/2") four (4) ply plywood, located at 2364 Maple Avenue, Seaford;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$406.14, the cost

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NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$406.14 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF WINDSOR ROAD, 132.83 FEET EAST OF DECATUR STREET. SEC 50, BLOCK 386, AND LOT (S) 20, A/K/A 717 WINDSOR ROAD UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 717 Windsor Road Uniondale, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to frame one (1) seven foot by eight foot (7' x 8') garage doors with two inch by four inch by eight foot (2" x 4" x 8') studs and board with one half inch (1/2") four (4) ply plywood, build one (1) three foot by seven foot (3' x 7') door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 717 Windsor Road Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$288.40, the cost associated with the emergency services provided at 717 Windsor Road Uniondale, New York;

NOW, THEREFORE, BE IT

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RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$288.40 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF LENOX AVENUE, 172.48 FEET SOUTH OF FRONT STREET. SEC 34, BLOCK 499, AND LOT (S) 103, A/K/A 295 LENOX AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 295 Lenox Avenue, Uniondale, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) thirty inch by forty eight inch (30" x 48") window with one half inch (½") four (4) ply plywood, board one (1) eighteen inch by thirty two inch (18" x 32") window with one half inch (½") four (4) ply plywood, located at 295 Lenox Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 295 Lenox Avenue, Uniondale, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

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BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$180.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF MAPLEGROVE AVENUE, 173.82 FEET SOUTH OF FRONT STREET. SEC 50, BLOCK 49, AND LOT (S) 109, A/K/A 305 MAPLEGROVE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 305 Maplegrove Avenue, Uniondale, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board four (4) thirty inch by forty eight inch (30" x 48") windows with one half inch (1/2") four (4) ply plywood, board two (2) thirty five inch by forty eight inch (35" x 48") windows with one half inch (1/2") four (4) ply plywood, board two (2) twenty inch by thirty six inch (20" x 36") windows with one half inch (1/2") four (4) ply plywood, board one (1) thirty inch by forty two inch (30" x 42") window with one half inch (1/2") four (4) ply plywood, board one (1) twenty three inch by thirty six inch (23" x 36") window with one half inch (1/2") four (4) ply plywood, build one (1) thirty four inch by seventy six inch (34" x 76") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, build one (1) three foot by seven foot (3' x 7') door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 305 Maplegrove Avenue, Uniondale;

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WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$467.97, the cost associated with the emergency services provided at 305 Maplegrove Avenue, Uniondale, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$467.97 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHWEST CORNER OF WOODLAND ROAD AND DAMSON LANE. SEC 39, BLOCK 561, AND LOT (S) 170, A/K/A 18 WOODLAND ROAD, VALLEY STREAM, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 18 Woodland Road, Valley Stream, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to provide and install one (1) lock and hasp, secure one (1) six foot by seven foot (6' x 7') sliding glass door with one half inch (½") four (4) ply plywood, located at 18 Woodland Road, Valley Stream;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$206.40, the cost associated with the emergency services provided at 18 Woodland Road, Valley Stream, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

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BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$206.40 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING LOCATED ON THE EAST SIDE OF FREEPORT STREET, 226.46 FEET NORTH OF OAKDALE COURT. SEC 63, BLOCK 180, AND LOT (S) 88, A/K/A 2483 FREEPORT STREET, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2483 Freeport Street, Wantagh, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on June 29, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to provide and install two (2) lock and hasps, provide and install one (1) lock, build one (1) thirty six inch by eighty eight inch (36" x 88") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board with one half inch (1/2") four (4) ply plywood, located at 2483 Freeport Street, Wantagh;

WHEREAS, on June 30, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board two (2) two foot by two foot (2' x 2') windows with one half inch (1/2") four (4) ply plywood, located at 2483 Freeport Street, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$392.60, the cost

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associated with the emergency services provided at 2483 Freeport Street, Wantagh, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$392.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHWEST CORNER OF SYCAMORE AVENUE AND BAYPORT COURT. SEC 63, BLOCK 9, AND LOT (S) 95, A/K/A 2560 SYCAMORE AVENUE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2560 Sycamore Avenue, Wantagh, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to frame one (1) seven foot by eight foot (7' x 8') garage door with two inch by four inch by eight foot (2" x 4" x 8') studs and board with one half inch (1/2") four (4) ply plywood, board one (1) twenty eight inch by twenty eight inch (28" x 28") window with one half inch (1/2") four (4) ply plywood, secure one (1) thirty six inch by eighty two inch (36" x 82") door with one half inch (1/2") four (4) ply plywood, located at 2560 Sycamore Avenue, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$270.61, the cost associated with the emergency services provided at 2560 Sycamore Avenue, Wantagh, New York;

NOW, THEREFORE, BE IT

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RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$270.61 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF WHITE STAR AVENUE, 190 FEET SOUTH OF RHODES LANE. SEC 35, BLOCK 600, AND LOT (S) 28, A/K/A 496 WHITE STAR AVENUE, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 496 White Star Avenue, West Hempstead, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on June 4, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to secure two (2) three foot by seven foot (3' x 7') door with with one half inch (1/2") four (4) ply plywood, board one (1) thirty eight inch by fifty three inch (38" x 53") window with one half inch (1/2") four (4) ply plywood, located at 496 White Star Avenue, West Hempstead;

WHEREAS, on June 29, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) forty two inch by forty two inch (42" x 42") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) twenty five inch by seventy eight inch (25" x 78") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) twenty six inch by thirty nine inch (26" x 39") window HUD style with one half inch (1/2") four (4) ply plywood, board four (4) two foot by four foot (2' x 4') windows HUD style with one half inch (1/2") four (4) ply plywood, board three (3) twenty eight inch by forty eight inch (28" x 48") windows

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HUD style with one half inch (½") four (4) ply plywood, board two (2) thirty eight inch by fifty three inch (38" x 53") windows with one half inch (½") four (4) ply plywood, build one (1) thirty six inch by eighty two inch (36" x 82") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (½") four (4) ply plywood, build one (1) thirty nine inch by eighty two inch (39" x 82") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (½") four (4) ply plywood, build one (1) thirty four inch by eighty two inch (34" x 82") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (½") four (4) ply plywood, frame one (1) seven foot by eight foot (7' x 8') garage door with two inch by four inch by eight foot (2" x 4" x 8') studs and board with one half inch (½") four (4) ply plywood, located at 496 White Star Avenue, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,200.62, the cost associated with the emergency services provided at 496 White Star Avenue, West Hempstead, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,200.62 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF WOODMERE BOULEVARD, 62.39 FEET NORTH OF BROADWAY. SEC 39, BLOCK 225, AND LOT (S) 246, A/K/A 8 WOODMERE BOULEVARD, WOODMERE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 8 Woodmere Boulevard, Woodmere, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was open and abandoned; and

WHEREAS, the Commissioner of the Department of Buildings deemed the open and abandoned structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to frame one (1) seventy seven inch by ninety four inch (77" x 94") garage door with two inch by four inch by eight foot (2" x 4" x 8') studs and board with one half inch (1/2") four (4) ply plywood, located at 8 Woodmere Boulevard, Woodmere;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$203.37, the cost associated with the emergency services provided at 8 Woodmere Boulevard, Woodmere, New York;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

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BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$203.37 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SPECIAL ASSESMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISE: SAID LOCATED ON THE EAST SIDE OF BAY FRONT DRIVE, 214.43 FEET EAST OF EASTERN PARKWAY. SEC 54, BLOCK 339, AND LOT (S) 144, A/K/A 3505 BAY FRONT DRIVE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 3505 Bay Front Drive, Baldwin, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was unsafe; and

WHEREAS, the Commissioner of the Department of Buildings deemed the unsafe structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or Buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of L and G Ruggiero Inc. at 702 Cord Avenue, Lindenhurst New York 11757 and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 118-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to demolish and remove an unsafe one and one half story wood frame one family dwelling, located at 3505 Bay Front Drive, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$31,600.00, the cost associated with the emergency services provided at 3505 Bay Front Drive, Baldwin;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of

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\$31,600.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SPECIAL ASSESMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE AND ON HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISE: SAID LOCATED ON NORTH SIDE OF BARBARA ROAD 92 FEET EAST OF BELLMORE AVENUE SEC 63, BLOCK 224, AND LOT (S) 332, A/K/A 104 BARBARA ROAD, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 104 Barbara Road, Bellmore, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was unsafe; and

WHEREAS, the Commissioner of the Department of Buildings deemed the unsafe structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or Buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of L and G Ruggiero Inc. at 702 Cord Avenue, Lindenhurst New York 11757 and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 559-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to demolish and remove an unsafe one and one half story wood frame one family dwelling with detached garage, located at 104 Barbara Road, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$37,140.00, the cost associated with the emergency services provided at 104 Barbara Road, Bellmore;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of

Item # 3

Case # 6542

\$37,140.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SPECIAL ASSESMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE AND ON HALF STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISE: SAID LOCATED ON THE EAST SIDE OF BARBARA LANE 166.68 FEET SOUTH OF WHITE STAR AVENUE SEC 35, BLOCK 597, AND LOT (S) 10, A/K/A 406 BARBARA LANE WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 406 Barbara Lane, West Hempstead, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was unsafe; and

WHEREAS, the Commissioner of the Department of Buildings deemed the unsafe structure to be a source of imminent danger to the life and/or safety of the residents in the area; and

WHEREAS, pursuant to Chapter 90 of the code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate securing of dangerous structures or Buildings and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of L and G Ruggiero Inc. at 702 Cord Avenue, Lindenhurst New York 11757 and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 218-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to demolish and remove an unsafe one and one half story wood frame one family dwelling, located at 406 Barbara Lane, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$42,784.00, the cost associated with the emergency services provided at 406 Barbara Lane, West Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the actions taken by the Commissioner of the Department of Buildings; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of

Item #

Case #

3

6542

\$42,784.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION AUTHORIZING AN INCREASE IN
PARKING PERMIT FEES IN CERTAIN TOWN OF
HEMPSTEAD PARKING LOTS.

WHEREAS, the Office of the Town Clerk considers the current parking permit fee for Town of Hempstead Resident Parking for motor vehicles using Town of Hempstead parking lots designated as: Baldwin BA-5, BA-7; BA-8, & BA-12; Bellmore 1, 2, 3, & 8; Merrick M-5, M-7, M-8, M-9, M-11; Seaford S-5, S-6, S-9; and Wantagh WA-1, WA-2, WA-3, WA-4, WA-5; WA-9, WA-10 & WA-11; and

WHEREAS, the Office of the Town Clerk has recommended a revised parking permit fee of Ten Dollars (\$10.00) per motor vehicle per year to cover the cost of processing said parking permits; and

WHEREAS, the Town Board deems it necessary and in the public interest to approve the recommendation of the Office of the Town Clerk with regard to parking permit fees;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Clerk is authorized to charge Ten Dollars (\$10.00) for a parking permit per motor vehicle per year for use in parking lots designated above effective April 1, 2016.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4
Case # 168

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION TO OBTAIN INSURANCE SERVICES FROM STACK INSURANCE AGENCY, LLC IN CONNECTION WITH THE ISSUANCE OF INSURANCE FOR THE OFFICE BUILDING LOCATED AT 383 NASSAU ROAD, ROOSEVELT, NEW YORK, FOR THE PURPOSE OF CONDUCTING FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES.

WHEREAS, the Department of Planning and Economic Development owns a building located at 383 Nassau Road, Roosevelt, New York for the purpose of conducting federally funded related community development activities in Roosevelt, New York and the surrounding area; and

WHEREAS, the Department of Planning and Economic Development deems it necessary and is required to carry insurance, both liability and property loss; and

WHEREAS, the Department of Planning and Economic Development needs to immediately secure appropriate insurance; and

WHEREAS, the Department of Planning and Economic Development requested proposals from various agencies and received one (1) proposal from Stack Insurance Agency, LLC; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has accepted the response of Stack Insurance Agency, LLC for Hartford Insurance Group with offices at 560 Broadhollow Road-Suite 114, Melville, New York 11747 for the purpose of providing insurance for 383 Nassau Road, Roosevelt, New York at an amount of \$4,522.44; and

WHEREAS, the Department of Planning and Economic Development determined that Hartford Insurance Group ranked as an A+ insurance company; and

WHEREAS, the Department of Planning and Economic Development has determined that Stack Insurance Agency, LLC submitted the sole proposal; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized and directed to obtain the necessary insurance from STACK INSURANCE AGENCY, LLC not to exceed the sum of FOUR THOUSAND FIVE HUNDRED TWENTY TWO and 44/100 (\$4,522.44) DOLLARS, for the period January 25, 2016 to January 25, 2017; and

BE IT FURTHER RESOLVED that the Town Board hereby directs payment to STACK INSURANCE AGENCY, LLC in the amount of FOUR THOUSAND FIVE HUNDRED TWENTY TWO AND 44/100 (\$4,522.44) DOLLARS, which shall be charged against the appropriate community development account and which shall be disbursed in a lump sum upon presentation of a duly executed claim submitted to the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted on roll call as follows:

AYES: ()

NOES: ()

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING AN AGREEMENT WITH NASSAU COUNTY ACTING ON BEHALF OF THE DEPARTMENT OF HUMAN SERVICES FOR A COMPREHENSIVE YOUTH PROGRAM THROUGH THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) FOR YOUTH OF THE TOWN OF HEMPSTEAD UNDER RECREATION, YOUTH SERVICES, AND YOUTH INITIATIVES FUNDING CATEGORIES

WHEREAS, for several years the Town of Hempstead has entered into a comprehensive agreement with Nassau County, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York, acting on behalf of the Nassau County Department of Human Services, Office of Youth Services, whereby the Town could be compensated for 100% of the funds which the Town would expend for Youth programs under the categories of Recreation, Youth Services and Youth Initiatives provided that such programs qualified under the NYS Office of Children and Family Services (OCFS) guidelines and quota formulas; and

WHEREAS, Nassau County through the Nassau County Department of Human Services (NCDHS) has mandated that the terms of such agreement shall conform to the fiscal year commencing on January 1st, 2015 and terminating on December 31st, 2015; and

WHEREAS, it is necessary for the Town to enter into an agreement with the County of Nassau acting on behalf of the Department of Human Services (NCDHS) for fiscal year commencing January 1, 2015 and terminating December 31, 2015; and

WHEREAS, the Town Board deems it to be in the public interest that such agreement be entered into;

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Planning & Economic Development is hereby authorized to participate in the NYS Office of Children and Family Services Youth Program through Nassau County acting on behalf of the Department of Human Services, based on a previously executed comprehensive agreement by the Commissioner of the Department of Planning and Economic Development for the fiscal year commencing January 1, 2015 and terminating December 31, 2015.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Case No.

Resolution No.

Adopted

offered the following resolution and moved it's adoption as follows:

RESOLUTION ACCEPTING A LICENSE AGREEMENT WITH AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (ASCAP) TO COMPLY WITH THE COPYRIGHT LAWS FOR ALL DEPARTMENTS IN THE TOWN OF HEMPSTEAD FOR THE MUSIC TO THE PUBLIC FOR A PERIOD OF 1 YEAR, FROM 1/1/16-12/31/16

WHEREAS, American Society of Composers, Authors and Publishers (ASCAP), PO Box 331608-7515, Nashville, TN 37203, has submitted a license agreement to comply with the Federal Copyright Laws for \$6095.00 annually; which is on file in the Office of the Town Clerk in the Town of Hempstead; and

WHEREAS, the said license agreement is found to be in the public interest and the rate of the aforesaid license agreement is deemed to be fair and responsible; and,

NOW, THEREFORE, BE IT

RESOLVED, that the proposed license agreement with American Society of Composers, Authors and Publishers (ASCAP), for the all departments in the Town of Hempstead be accepted; and BE IT FURTHER

RESOLVED, that the Supervisor be and is hereby authorized to accept said proposal by American Society of Composers, Authors and Publishers (ASCAP) for \$6095.00 annually, which is filed in the Office of the Town Clerk in the Town of Hempstead, and that payment of \$6095.00 annually to American Society of Composers, Authors and Publishers (ASCAP) be made from the General Fund Undistributed Account # 010-012-9000-4151, Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES :

NOES :

Item #

7

Case #

27265

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

Agreement

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at
2 Music Square West, Nashville, TN 37203

and Town Of Hempstead

("LICENSEE"), located at

1 WASHINGTON STREET HEMPSTEAD NY 11550

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing January 1, 2016, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

CASE NO.

RESOLUTION NO.

ADOPTED

Council Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE TOWN COMPTROLLER
TO DISPOSE OF CERTAIN RECORDS FROM THE
OFFICE OF THE TOWN COMPTROLLER**

WHEREAS, the Town Comptroller has requested permission to dispose of certain records herein below identified pursuant to Article 57-A of the Arts & Cultural Affairs Law of the State of New York; and

NOW, THEREFORE, BE IT FURTHER

RESOLVED, by the Town Board of the Town Of Hempstead, that the Town Comptroller be and hereby is authorized to dispose of the following records:

	No. on Schedule	Retention Period	Yrs. to be Destroyed
Claims	1.(275)	6 years	2008, 2009
Bank Statements	1.(263)	6 years	2007, 2008, 2009
Daily Cash Record	7.(251)	6 years	2007, 2008
Receipts	17.(282)	6 years	2007,2008

on Records Retention & Disposition Schedule No. MU-1 (Revised 2003) pursuant to Section 57.25 of the Arts & Cultural Affairs Law and Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is directed to dispose of certain records from the Office of the Town Comptroller with the minimum legal retention period set forth in the Records Retention & Disposal Schedule No. MU-1 (Revised 2003) for Town Records.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

C. No. # 4726

CASE NO.

RESOLUTION NO.

Adopted:

and moved its adoption: offered the following resolution

RESOLUTION AUTHORIZING THE TOWN'S BOARD OF ETHICS TO DISPOSE OF IN COMPLIANCE WITH STATE REGULATIONS PREVIOUSLY FILED ANNUAL STATEMENTS OF FINANCIAL DISCLOSURE.

WHEREAS, the Town's Board of Ethics regularly administers and maintains a program of requiring the filing of Annual Statements of Financial Disclosure as required by General Municipal Law §811 et. seq.; and

WHEREAS, the State Archives and Records Administration of the State Education Department of the University of the State of New York has issued rules and regulations for the record retention of the above described Annual Statements of Financial Disclosure which are contained in 8NYCRR Section §185.11 (Appendix H), Schedule MU-1; and

WHEREAS, the Chapter of MU-1 entitled "Personnel/Civil Service" item 4[367] provides that Annual Financial Disclosure Statements filed pursuant to General Municipal Law §812.1(a) be retained for 7 years; and

WHEREAS, it is in the public's interest that the Records of the Town's Annual Financial Disclosure Statements be retained in compliance with state regulations;

NOW, THEREFORE, BE IT

RESOLVED, that the Town's Board of Ethics be and it hereby is authorized to dispose of in a confidential manner any and all Annual Financial Disclosure Statements and related material filed for reporting year 2007 and all prior reporting years.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8
C 220 # 4724

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING MILEAGE ALLOWANCE FOR AN
EMPLOYEE IN THE DEPARTMENT OF BUILDINGS FOR USE OF
HIS AUTOMOBILE ON TOWN BUSINESS

WHEREAS, the Commissioner of the Building Department, advises that it is necessary for Fredric West at 1630 Walnut Avenue, North Merrick, New York, 11566, to use his automobile in connection with the performance of his duties as a Code Enforcement Officer I in the Department of Buildings; and

WHEREAS, it appears to be in the public interest to permit such use;

NOW, THEREFORE, BE IT

RESOLVED, that Fredric West, 1630 Walnut Avenue, North Merrick, New York, 11566, be and he is hereby authorized to use his automobile in the performance of his duties and that he be allowed compensation in an amount the Internal Revenue reimburses for the use of such automobile for each mile actually and necessarily traveled by him in the performance of his duties; and, BE IT FURTHER

RESOLVED, that such compensation shall be a charge against and paid out of Department of Buildings Account# 030 002 3620 4140 "Auto Expense".

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 9
Case # 9

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION GRANTING PERMISSION FOR THE SUPERVISOR TO RETAIN THE SERVICES OF MICHAEL A. PHILLIPS TO PERFORM FREELANCE PHOTOGRAPHY WORK FOR THE DEPARTMENT OF GENERAL SERVICES PHOTO DEPARTMENT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, it was both desirable and necessary for the Town of Hempstead to retain the services of a freelance photographer to work for the Department of General Services Photo Department, Town of Hempstead, Nassau County, New York; and

WHEREAS, the Commissioner of the Department of General Services recommended that the Town of Hempstead retain the services of Michael A. Phillips, 190 Holly Avenue, Hempstead, New York 11550; and

WHEREAS, this Town Board deems it to be in the public interest to retain the services of Michael A. Phillips; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to retain the services of Michael A. Phillips to perform freelance photography work for the Department of General Services Photo Department, Town of Hempstead, Nassau County, New York, retroactive to January 1, 2016; and

BE IT FURTHER

RESOLVED, that the fee for the aforementioned shall be as follows: \$65.00 per shoot up to one hour (same location). Over one hour, additional fee of portion of hour at \$65.00 per hour rate. All work is to be done by digital cameras. Photographer to be responsible for captions. JPG files and captions are to be e-mailed to the Department of General Services Photo Department in a timely manner, ASAP. Payments for the above shall be made from Department of General Services Account Number 010-001-1490-4151 Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10
Case # 21536

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD
TO REDUCE THE ADOPTION FEES ON DOGS AND CATS TO
FOURTEEN DOLLARS DURING THE "FIND THE ONE" SHELTER
ADOPTION EVENT ON SATURDAY, FEBRUARY 13, 2016

WHEREAS, the Town of Hempstead wishes to encourage adoptions of dogs and cats; and

WHEREAS, the Town of Hempstead has designated reduced adoption fees of Fourteen Dollars on dogs and cats during the "Find The One" Shelter Adoption Event on Saturday, February 13, 2016; and

WHEREAS, the Town Board has determined it is in the best interest of the public to reduce the adoption fees to Fourteen Dollars for dogs and cats kept at the Town of Hempstead Animal Shelter for a certain period; and

NOW, THEREFORE, BE IT

RESOLVED, that the fees for adoption be reduced to Fourteen Dollars for dogs and cats adopted from The Town of Hempstead Animal Shelter during the "Find The One" Shelter Adoption Event on Saturday, February 13, 2016.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item 4
Case #216

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING SUPERVISOR
TO EXECUTE A WATER MAIN CONSTRUCTION
AGREEMENT WITH BEECHWOOD PORTOFINO LLC
AND GWB LAND CORP. AND TO ACCEPT CERTAIN
RELATED EASEMENTS.

WHEREAS, Beechwood Portofino LLC has received Section
305 site plan approval for the construction of an apartment
hotel in the southwest quadrant of Roosevelt Centre; and

WHEREAS, GWB Land Corp owns real property adjacent to
Beechwood and Roosevelt Field Water District properties
that has been designated for dedication to the Town of
Hempstead for parkland; and

WHEREAS, Beechwood property is burdened with a water
main easement granted to the Roosevelt Field Water District
that will interfere with its contemplated construction; and

WHEREAS, Beechwood has proposed, at its own cost and
expense to build new water mains around the perimeter of
its property and to further provide new easements to the
Roosevelt Field District to accommodate the new mains; and

WHEREAS, a construction agreement executed by
Beechwood and GWB Land Corp. has been presented to the
Town; and

WHEREAS, it is in the best interest of the Town to
execute this agreement and to accept the new easements on
behalf of the Roosevelt Field Water District;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to
execute a construction agreement with Beechwood Portofino,
LLC and GWB Land Corp both with offices at 200 Robins Lane,
Jericho, New York with respect to the construction of new
water mains to be dedicated to the Roosevelt Field Water
District; and be it further

RESOLVED, that the utility easement agreements from
Beechwood Portofino LLC and access and utility easement
from GWB Land Corp. be accepted and that the Supervisor is

Item # 1.
PARSONS #1935

hereby authorized to execute any documents necessary to complete such acceptance.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

*Oris signature
corrected
see 2, A & C*

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") made this 15th day of September, 2015, by and among Beechwood Portofino LLC, a limited liability company with offices located at 200 Robbins Lane, Jericho, New York ("Beechwood"), GWB Land Corp., a domestic corporation with offices located at 200 Robbins Lane, Jericho, New York ("GWB"), and the Town of Hempstead, on behalf of the Roosevelt Field Water District, a municipal corporation with offices located at 1 Washington Street, Hempstead, New York ("Town").

WITNESSETH:

WHEREAS, Beechwood is the fee owner of certain real property located in the Southwest Quadrant of Roosevelt Center, near Westbury in the Town of Hempstead, and designated as Section 44, Block 78, Lot 100, and Section 44, Block 67, Lot 32, on the Nassau County Land and Tax Map (the "Beechwood Premises"); and

WHEREAS, GWB is the fee owner of certain real property located in the Southwest Quadrant of Roosevelt Center, near Westbury in the Town of Hempstead, and designated as Section 44, Block 67, Lot 25, on the Nassau County Land and Tax Map (the "GWB Premises"); and

WHEREAS, the Beechwood Premises is burdened by a certain water main easement granted to the Roosevelt Field Water District in a certain Indenture dated April 17, 1964, recorded in Liber 7270, Page 245 in the Office of the Clerk of Nassau County (the "1964 Easement"); and

WHEREAS, the GWB Premises have been designated for dedication and acceptance by the Town of Hempstead as public parkland area, as required by a certain First Amendment to Declaration of Restrictive Covenants dated October 24, 2014, and recorded in Liber 13162, Page 839 in the Office of the Clerk of Nassau County (the "Covenants"); and

WHEREAS, Beechwood is desirous of constructing an apartment hotel on the Beechwood Premises, pursuant to site plans to be approved pursuant to Section 305 of the Building Zone Ordinance of the Town of Hempstead; and

WHEREAS, the Beechwood Premises and the GWB Premises adjoin Roosevelt Field Water District property to the south and east (known as Section 44, Block 78, Lot 94), and the parties hereto are desirous of relocating the 1964 Easement and creating new access and utility easements as specified in certain Declarations of Utility Easements dated August 25, 2015 (copies of which are annexed hereto as Exhibits "A" and "B"); and


WHEREAS, Beechwood and GWB have agreed to relocate the 1964 Easement and establish said new access and utility easements at their own cost and expense, pursuant to plans to be approved by the Commissioner of the Water Department of the Town of Hempstead;

2015 09 15 10:30 AM


NOW, THEREFORE, IT IS HEREBY AGREED by and among the parties as follows:

1. All expenses incurred in the development of plans, land preparation, construction and connection of a new water main, drain line, gas service line, sewer line, access driveway, and the removal of the existing water main in the 1964 Easement shall be the sole responsibility of Beechwood.
2. Beechwood shall construct and connect a new water main, drain line, gas service line, sewer line and access driveway within the new easement areas described in Exhibits "A" and "B", in accordance with plans prepared by RMS Engineering dated May 20, 2015, as amended and approved, in writing, by the Commissioner of the Department of Water of the Town.
3. Upon satisfactory completion and acceptance of all work by the Town, Beechwood shall remove the existing water main in the 1964 Easement in accordance with the aforesaid plans prepared by RMS, as amended and approved, in writing, by the Commissioner of the Department of Water of the Town.
4. The water main in the 1964 Easement shall at all times remain operational until such time as the new water main is completed, and has passed all required pressure tests and bacteriological tests, and has been approved, in writing, by the Commissioner of the Department of Water of the Town.
5. Beechwood shall defend, indemnify and hold harmless, the Town, its agents, servants and employees, from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of the performance of this Agreement or from any defective condition of the materials furnished or supplied or contemplated to be furnished or supplied under this Agreement, provided, however, that any liability arising out of or in connection with this Agreement was not caused by or resulted from the negligence of the Town, in whole or in part.
6. Beechwood shall secure and maintain such bonds and insurance as specified in Exhibit "C" attached hereto and made a part hereof.
7. It is further understood and agreed that all loss or damage arising out of the nature of the work to be done under this Agreement, or from any unforeseen obstructions or difficulties which may be encountered in the performance of the work, or from the action of the elements or from undisclosed encumbrances on the easement areas, or from any loss or damaged caused by acts or omissions on the part of Beechwood, and/or its designated employees or agents, shall be borne and assumed by Beechwood.
8. All costs of any necessary permits shall be the responsibility of Beechwood.

BEECHWOOD PORTOFINO, LLC

By: 
Michael Dubb, Manager

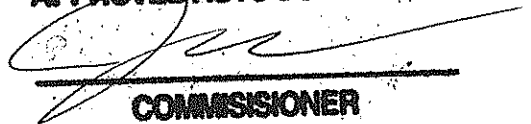
GWB LAND CORP.

By: 
Michael Dubb, President

TOWN OF HEMPSTEAD

By: Anthony J. Santino, Supervisor

APPROVED AS TO CONTENT



COMMISSIONER

WATER DEPARTMENT

DATE 1/19/16

APPROVED AS TO FORM

Charles O. Heine

SENIOR DEPUTY TOWN ATTORNEY

DATE 1/19/16

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 15th day of September, in the year 2015, before me, the undersigned, personally appeared Michael Dubb, President of GWB Land Corp., 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sabrina Verma
Notary Public
Sabrina Verma
NOTARY PUBLIC, State of New York
No. 02VE6291656
Qualified in Suffolk County
Commission Expires Oct. 21, 2017

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 15th day of September, in the year 2015, before me, the undersigned, personally appeared Michael Dubb, Manager of Beechwood Portofino, LLC, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sabrina Verma
Notary Public
Sabrina Verma
NOTARY PUBLIC, State of New York
No. 02VE6291656
Qualified in Suffolk County
Commission Expires Oct. 21, 2017

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

~~On the _____ day of September, in the year 2015, before me, the undersigned, personally appeared Kate Murray, Supervisor, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.~~

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 2016, before me, the undersigned personally appeared ANTHONY J. SANTINO, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

orig w/
corrected A & C

DECLARATION OF UTILITY EASEMENTS

THIS DECLARATION OF UTILITY EASEMENTS made this 25th day of August, 2015, by BEECHWOOD PORTOFINO LLC, a New York limited liability company with offices located at 200 Robbins Lane, Suite D1, Jericho, New York 11753, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the fee owner of certain real property described in Schedule "A" annexed hereto (hereinafter referred to as the "Premises"), which is located in the Southwest Quadrant of Roosevelt Center, near Westbury in the Town of Hempstead, and designated as Section 44, Block 78, Lot 100, and Section 44, Block 67, Lot 32, on the Nassau County Land and Tax Map; and

WHEREAS, the Premises is burdened by certain easements granted to the Roosevelt Field Water District by a certain Indenture dated April 17, 1964, recorded in Liber 7270, Page 245 in the Office of the Clerk of Nassau County (the "Indenture"); and

WHEREAS, Declarant is desirous of constructing an apartment hotel on the Premises, pursuant to site plans to be approved pursuant to Section 305 of the Building Zone Ordinance of the Town of Hempstead; and

WHEREAS, Declarant has agreed to relocate said easements at its own cost and expense, pursuant to plans to be approved by the Water Department of the Town of Hempstead;

NOW, THEREFORE, in consideration of the foregoing, Declarant voluntarily declares that the Premises shall be held, and shall be conveyed, subject to certain new easements hereby granted to the Roosevelt Field Water District, as follows:


1. A new utility easement to construct, re-construct, operate, repair and maintain a new water main or water mains, together with all necessary appurtenances on, along and under the portion of the Premises described in Schedule "B" annexed hereto. It is hereby understood that said new water main easement shall replace the "permanent easement" described at pages "1" and "2" of the Indenture, and this portion of the Indenture is hereby extinguished, subject to completion of the relocation and/or removal of the existing water main and all related appurtenances.
2. A new utility easement to construct, re-construct, operate, repair and maintain new well water blow off drainage lines, together with all necessary appurtenances on, along and under the portion of the Premises described in Schedule "C" annexed hereto.

Ex "A"

3. The foregoing easements shall run with the land and be binding upon the Declarant and its successors and assigns.
4. Notwithstanding any provision hereof or otherwise, any and all actions undertaken by Declarant pursuant to any easement established herein shall be subject to the prior written approval of the Commissioner of Water, to ensure that no such actions shall interfere with, compromise or endanger any regular or necessary Water District functions and operations, as determined by the Commissioner.

IN WITNESS WHEREOF, Declarant has caused its signature to be affixed hereon the day and year first written above.

BEECHWOOD PORTOFINO LLC

By: 
 Michael Dubb, Manager

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
 COUNTY OF NASSAU)

On the 25th day of August, in the year 2015, before me, the undersigned, personally appeared Michael Dubb, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sabrina Verma
 Notary Public

Sabrina Verma
 NOTARY PUBLIC, State of New York
 No. 02VE6291656
 Qualified in Suffolk County
 Commission Expires Oct. 21, 2017

SCHEDULE "A"

**Description of Overall Lot
(The Vanderbilt)
Situate at Westbury, Town of Hempstead
Nassau County, New York**

**Property is designated as Section 44 Block 78 Lot 100 & Section 44 Block 67 Lot 32
on the Nassau County Land and Tax Map**

Beginning at a point on the southerly side of Zeckendorf Boulevard. Said point being distant the following course from the easterly end of a curve having a radius of 40.00 feet, a length of 62.83 feet connecting the southerly line of Zeckendorf Boulevard with the easterly line of East Gate Boulevard (Dibblee Drive), North 73° 36' 48" East, 487.00 feet to the POINT of BEGINNING;

RUNNING THENCE the following twenty-three (23) courses & distances;

1. North 84° 15' 32" East, 81.40 feet;
2. North 16° 23' 12" West, 15.04 feet, to the western terminus of Corporate Drive;
3. North 73° 36' 48" East, 15.00 feet;
4. South 16° 23' 12" East, 40.00 feet;
5. South 73° 36' 48" West, 35.00 feet;
6. South 16° 23' 12" East, 334.96 feet;
7. Along a curve bearing to the left having a radius of 30.00 and length of 47.12 feet;
8. North 73° 36' 48" East, 281.79 feet;
9. South 16° 23' 12" East, 177.14 feet;
10. South 73° 36' 48" West, 70.05 feet;
11. South 16° 23' 12" East, 246.83 feet;
12. South 73° 36' 48" West, 33.04 feet;
13. South 16° 23' 12" East, 358.00 feet;
14. North 73° 36' 48" East, 99.77 feet;
15. South 16° 23' 12" East, 50.83 feet;
16. South 79° 31' 15" West, 130.46 feet;
17. North 16° 23' 12" West, 456.07 feet;
18. South 73° 36' 48" West, 238.70 feet;
19. South 16° 23' 12" East, 85.00 feet;
20. South 73° 36' 48" West, 175.64 feet;
21. North 16° 23' 12" West, 413.29 feet;
22. North 73° 36' 48" East, 175.64 feet;
23. North 16° 23' 12" West, 439.97 feet; to the POINT of BEGINNING.

Containing within said bounds 240,196.9 sq. ft. or 5.51 acres, more or less.

SCHEDULE "B"

**Description of Utility (Water Main) Easement
Situating at Westbury, Town of Hempstead
Nassau County, New York**

Property burdened is designated as Section 44 Block 78 p/o Lot 100, and Section 44, Block 67, p/o Lot 32 on the Nassau County Land and Tax Map

Beginning at a point on the southerly side of Corporate Drive. Said point being distant the following two (2) courses from the easterly end of a curve having a radius of 40.00 feet, a length of 62.83 feet connecting the southerly line of Zeckendorf Boulevard with the easterly line of East Gate Boulevard (Dibblee Drive);

1. North 73° 36' 48" East, 487.00 feet;
2. North 84° 15' 32" East, 24.47 feet; to the POINT of BEGINNING;

RUNNING THENCE the following thirty-one (31) courses;

1. North 84° 15' 32" East, 56.93 feet;
2. North 16° 23' 12" West, 12.54 feet;
3. North 73° 36' 48" East, 15.00 feet;
4. South 16° 23' 12" East, 15.00 feet;
5. South 73° 36' 48" West, 45.37 feet;
6. South 28° 36' 48" West, 14.95 feet;
7. South 16° 23' 12" East, 397.10 feet;
8. South 28° 36' 48" West, 4.19 feet;
9. North 73° 36' 48" East, 335.70 feet;
10. South 16° 23' 12" East, 165.00 feet;
11. South 73° 36' 48" West, 15.00 feet;
12. North 16° 23' 12" West, 150.00 feet;
13. South 73° 36' 48" West, 335.70 feet;
14. South 28° 36' 48" West, 8.61 feet;
15. South 16° 23' 12" East, 23.17 feet;
16. South 28° 36' 48" West, 25.82 feet;
17. South 73° 36' 48" West, 145.99 feet;
18. South 28° 36' 48" West, 12.58 feet;
19. South 16° 23' 12" East, 282.73 feet;
20. South 61° 23' 12" East, 15.08 feet;
21. North 73° 36' 48" East, 147.48 feet, to the westerly line of the proposed Town of Hempstead Well Field;
22. South 16° 23' 12" East, 15.00 feet;
23. South 73° 36' 48" West, 153.69 feet;
24. North 61° 23' 12" West, 27.51 feet;

RMS Project #2014-092

Dated: May 26, 2015
Revised July 20, 2015
Revised July 28, 2015

25. North 16° 23' 12" West, 295.16 feet;
26. North 28° 36' 48" East, 25.01 feet;
27. North 73° 36' 48" East, 145.99 feet;
28. North 28° 36' 48" East, 13.39 feet;
29. North 16° 23' 12" West, 23.17 feet;
30. North 28° 36' 48" East, 34.01 feet;
31. North 16° 23' 12" West, 414.43 feet, to the POINT of BEGINNING of proposed Water Easement.

Containing within said bounds 24,366.87 sq. ft. or 0.559 acres, more or less.

RMS Project #2014-092

Dated: May 26, 2015
Revised July 20, 2015
Revised July 28, 2015

SCHEDULE "C"

**Description of Utility (Well Water Blow Off Drainage) Easement
Situat at Westbury, Town of Hempstead
Nassau County, New York**

Property burdened is designated as Section 44 Block 78 p/o Lot 100 on the Nassau County Land and Tax Map

Beginning at a point on the southerly side of Zeckendorf Boulevard. Said point being distant the following course from the easterly end of a curve having a radius of 40.00 feet, a length of 62.83 feet connecting the southerly line of Zeckendorf Boulevard with the easterly line of East Gate Boulevard (Dibblee Drive);

1. North 73° 36' 48" East, 487.00 feet to the POINT of BEGINNING;

RUNNING THENCE the following twelve (12) courses;

1. North 84° 15' 32" East, 10.17 feet;
2. South 16° 23' 12" East, 403.08 feet;
3. North 73° 36' 48" East, 264.24 feet;
4. South 16° 23' 12" East, 156.10 feet;
5. South 15° 51' 37" West, 47.86 feet;
6. South 16° 23' 12" East, 176.73 feet;
7. South 73° 36' 48" West, 10.00 feet, to the easterly line of the Town of Hempstead Well Field;
8. North 16° 23' 12" West, 179.62 feet;
9. North 15° 51' 37" East, 47.86 feet;
10. North 16° 23' 12" West, 143.21 feet;
11. South 73° 36' 48" West, 264.24 feet;
12. North 16° 23' 12" West, 414.95 feet, to the POINT of BEGINNING of proposed Drainage Easement.

Containing within said bounds 10,487.50 sq. ft. or 0.241 acres, more or less.

orig
corrected
8/14/15

DECLARATION OF ACCESS AND UTILITY EASEMENTS

THIS DECLARATION OF ACCESS AND UTILITY EASEMENTS made this 2nd day of August, 2015, by GWB Land Corp., a New York corporation with offices located at 200 Robbins Lane, Suite D1, Jericho, New York 11753, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the fee owner of certain real property described in Schedule "A" annexed hereto (hereinafter referred to as the "Premises"), which is located in the Southwest Quadrant of Roosevelt Center, near Westbury in the Town of Hempstead, and designated as Section 44, Block 67, Lot 25, on the Nassau County Land and Tax Map; and

WHEREAS, the Premises have been designated for dedication and acceptance by the Town of Hempstead as public parkland area, as required by a certain FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS dated October 24, 2014, and recorded in Liber 13162, Page 839 in the Office of the Clerk of Nassau County (the "Covenants"); and

WHEREAS, the Premises adjoin Roosevelt Field Water District property to the east (known as Section 44, Block 78, Lot 94), and Declarant is desirous of creating new access and utility easements to connect said Roosevelt Field Water District property to existing services in Dibblee Drive prior to dedication and acceptance of the Premises as public parkland area, as aforesaid; and

WHEREAS, the Premises also adjoins property owned by Beechwood Portofino LLC to the north (known as Section 44, Block 78, Lot 100 and Section 44, Block 67, Lot 32), which property has been proposed for development as an apartment hotel, and Declarant is desirous of creating a new utility easement to connect said Beechwood Portofino LLC property to existing services in Dibblee Drive; and

WHEREAS, Declarant has agreed to establish said new access and utility easements at its own cost and expense, pursuant to plans to be approved by the Water Department of the Town of Hempstead;

NOW, THEREFORE, in consideration of the foregoing, Declarant voluntarily declares that the Premises shall be held, and shall be conveyed, subject to certain new easements hereby granted to the Roosevelt Field Water District and Beechwood Portofino LLC, as follows:


1. A new access easement to provide for vehicular ingress and egress across a portion of the Premises between Dibblee Drive and the adjoining Roosevelt Field Water District property, together with a new utility easement to construct, operate, repair and maintain Roosevelt Field Water District telephone, sewer and natural gas lines, and all necessary appurtenances on, along and under the certain portion of the Premises described in Schedule "B" annexed hereto.

EX "B"

2. A new utility easement to construct, operate, repair and maintain a new natural gas line to service the adjoining Beechwood Portofino LLC property, together with all necessary appurtenances on, along and under the certain portion of the Premises described in Schedule "C" annexed hereto.
3. The foregoing easements shall run with the land and be binding upon the Declarant and its successors and assigns.
4. Notwithstanding any provision hereof or otherwise, any and all actions undertaken by Declarant pursuant to any easement established herein shall be subject to the prior written approval of the Commissioner of Water, to ensure that no such actions shall interfere with, compromise or endanger any regular or necessary Water District functions and operations, as determined by the Commissioner.

IN WITNESS WHEREOF, Declarant has caused its signature to be affixed hereon the day and year first written above.

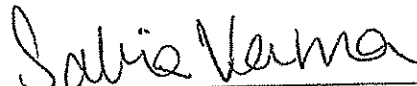
GWB LAND CORP.

By:  _____
Michael Dubb, President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 25th day of August, in the year 2015, before me, the undersigned, personally appeared Michael Dubb, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Sabrina Verma
NOTARY PUBLIC, State of New York
No. 02VE6291656
Qualified in Suffolk County
Commission Expires Oct. 21, 2017

SCHEDULE A

**Description of Overall Lot
Situat at Westbury, Town of Hempstead
Nassau County, New York**

Property is designated as Section 44 Block 67 Lot 25 on the Nassau County Land and Tax Map

Beginning at a point on the easterly side of Dibblee Drive (East Gate Boulevard South). Said point being distant the following course from the southerly end of a curve having a radius of 40.00 feet, a length of 62.83 feet connecting the southerly line of Zeckendorf Boulevard with the easterly line of Dibblee Drive, South 16° 23' 12" East, 813.29 feet to the POINT of BEGINNING;

RUNNING THENCE the following five (5) courses;

1. North 73° 36' 48" East, 527.00 feet, to the westerly line of the proposed Town of Hempstead Well Field;
2. South 16° 23' 12" East, 346.37 feet, to land of the State of New York (known as the Meadowbrook State Parkway Extension);
3. South 75° 37' 04" West, 223.73 feet;
4. Along a curve bearing to the right having a Radius of 2030.00 feet and a Length of 305.55 feet to the easterly line of Dibblee Drive;
5. North 16° 23' 12" West, 304.96 feet, to the POINT of BEGINNING.

Containing within said bounds 175,362.66 sq. ft. or 4.025 acres, more or less.

SCHEDULE B

**Description of Access & Utility (Telephone and Sewer Lines) Easement
Situating at Westbury, Town of Hempstead
Nassau County, New York**

Property burdened is designated as Section 44 Block 67 p/o Lot 25 on the Nassau County Land and Tax Map

Beginning at a point on the easterly side of Dibblee Drive. Said point being distant the following course from the southerly end of a curve having a radius of 40.00 feet, a length of 62.83 feet connecting the southerly line of Zeckendorf Boulevard with the easterly line of Dibblee Drive;

1. South 16° 23' 12" East, 813.29 feet to the POINT of BEGINNING of said Access & Utility Easement;

RUNNING THENCE the following six (6) courses;

1. North 73° 36' 48" East, 527.00 feet, to the westerly line of the proposed Town of Hempstead Well Field;
2. South 16° 23' 12" East, 30.00 feet;
3. South 73° 36' 48" West, 447.00 feet,
4. South 16° 23' 12" East, 18.00 feet;
5. South 73° 36' 48" West, 80.00 feet;
6. North 16° 23' 12" West, 48.00 feet, to the POINT of BEGINNING of proposed Access & Utility Easement..

Containing within said bounds 17,250.2 sq. ft. or 0.396 acres, more or less.

SCHEDULE "C"

**Description of Utility (Gas Line) Easement
Situate at Westbury, Town of Hempstead
Nassau County, New York**

Property burdened is designated as Section 44 Block 67 p/o Lot 25 on the Nassau County Land and Tax Map

Beginning at a point on the easterly side of Dibblee Drive. Said point being distant the following course from the southerly end of a curve having a radius of 40.00 feet, a length of 62.83 feet connecting the southerly line of Zeckendorf Boulevard with the easterly line of Dibblee Drive;

1. South 16° 23' 12" East, 813.29 feet to the POINT of BEGINNING of said Utility Easement;

RUNNING THENCE the following four (4) courses;

1. North 73° 36' 48" East, 527.00 feet, to the westerly line of the proposed Town of Hempstead Well Field;
2. South 16° 23' 12" East, 10.00 feet;
3. South 73° 36' 48" West, 527.00 feet,
4. North 16° 23' 12" West, 10.00 feet, to the POINT of BEGINNING of proposed Utility Easement..

Containing within said bounds 5,270.0 sq. ft. or 0.120 acres, more or less.

Ex. "C"

Beechwood or its designated contractors and subcontractors shall present to the Town prior to construction contemplated in the attached Agreement:

PERFORMANCE BOND & LABOR & MATERIAL BOND

Beechwood simultaneously with the execution of any contract to fulfill its obligation under this Agreement will be required to furnish a faithful performance bond in an amount not less than one hundred percent (100%) of the agreement amount and a labor and materials payment bond (for payments of all persons performing labor or furnishing materials in connection therewith) for not less than one hundred percent (100%) of the contract amount. Said bonds to be issued by a Surety Company acceptable to the Town or securities approved by the Town and in a form satisfactory to the Town and covering all points in this agreement, bearing the date herewith and forming part of this Agreement.

All bonds shall be issued by a Surety Company listed in a most recent copy of the Department of the Treasury Federal Register, Circular #570. Amounts of said bonds shall not exceed limits set by the aforesaid federal register.

The Beechwood designated contractor will be required to guarantee the work for a period of one (1) year from the date of final acceptance, against any and all omissions and defects which may develop or require attention as a result of his performance of the Contract.

MAINTENANCE BOND

Beechwood or its designated contractor shall furnish a maintenance bond to the Town, executed by Beechwood or its designated contractor as principal and having as surety thereon a Surety Company acceptable to the Town, guaranteeing that Beechwood or its designated contractor shall maintain the work for a period of one year from the date of issue of the certificate of completion without cost to the Town. Such maintenance shall cover restoration of the work and all of its appurtenances, including, but not limited to, disturbed equipment and/or utilities and properties, which have been a part of, or have resulted from work under this Agreement. The

Ex. "C"

maintenance bond shall be in the sum of one hundred percent (100%) of the final Contract price.

INSURANCES AND INDEMNITY

- a. Beechwood or its designated contractors shall procure and maintain at its expense and without expense to the Town, until final acceptance by the Town of the work and terms covered by the Agreement, insurance for damages imposed by law, of the kinds and in amounts hereafter provided, in insurance companies licensed to do such business in the State of New York, covering all operations under this Agreement, whether performed by him or his Subcontractors before commencing the work, Beechwood or its designated contractor shall furnish to the Town certified copies of the original policies and such numbers of certificates of insurance in form satisfactory to the Town showing that the Beechwood or its designated contractor has complied with this section, which certificates shall be provided that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Town.

Beechwood or its designated contractor shall procure and provide without expense to the Town, a New York State Department of Insurance, "Certificate of Solvency" for each of the insurance companies securing the certificate of insurance and the required bond.

- b. The Beechwood or its designated contractor shall take and assume all responsibility for the work and take all precautions for the prevention of injuries to persons and property in or about the work and shall bear all losses resulting to them on account of, the amount, or character, or upon which the work is done different from that which was estimated or expected, or on account of the weather, elements or other causes and Beechwood or its designated contractor and their Surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims relating to labor, equipment or materials furnished for the Town and to inventions, patents or patents rights used in doing the work, and to injuries or damages to persons, corporations or property, caused by, or in any way arising out of the work performed by the Beechwood or its Contractor, Subcontractor and the employees under this Agreement.

c. Beechwood or its designated contractor shall provide insurance coverage as follows:

1. Workmen's Compensation and Disability Benefits Insurance
A policy covering the obligations of the Contractor in accordance with the provisions of the workmen's compensation and disability benefit laws, covering all operations under the Agreement whether performed by him or by his Subcontractors.

2. Liability and Property Damage Insurance
Unless otherwise specifically required by the detailed specifications liability and property damage insurance with limits of not less than:

Bodily injury Liability Each Occurrence	Property Damage Each Occurrence	Liability Aggregate
\$1,000,000	\$500,000	\$1,000,000

3. Coverage

a. Coverage - Contractor's Comprehensive General Liability Insurance issued to and covering the liability for damages imposed by law upon the contractor for bodily injuries and property damage with respect to all work performed by him (before, during and after acceptance of work) under this Agreement, such policy to be endorsed to cover the defense, indemnification and hold harmless agreement contained in this Agreement.

b. Coverage - Contractor's Protective Comprehensive General Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor for bodily injuries and property damage with respect to all work under this Agreement performed for the Contractor by Subcontractor, if any, such policy to be endorsed to cover the defense, indemnification and hold harmless agreement contained in this Agreement.

c. Coverage - Owner's Protective Comprehensive General Liability Insurance issued to and covering the liability for damages imposed by law upon the Town for bodily injuries and property damage with respect to all operations under this Agreement by Beechwood or its

designated contractor or subcontractor, including omissions and supervisory acts of the Town and of the agents and employees of the Town.

- d. Above such insurance shall name as an additional insured or insureds, the agents, inspectors and employees of the Town.
- e. Coverage - a policy of automobile insurance covering bodily injury and property damage and insuring the Contractor for his operation of all motor vehicles and mobile equipment.

The Town may consider this Agreement to be void and of no affect unless the person or corporation making or executing the same shall or cause to be secured and kept in effect the above coverage during the life of said Agreement which includes the period of the maintenance bond.

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AMENDING CONTRACT AND AUTHORIZING
FINAL PAYMENT FOR THE RATH PARK POOL DECK REHABILITATION,
FRANKLIN SQUARE, NEW YORK, PW #15-15

WHEREAS, the Town Board on March 24, 2015 Resolution No. 367-2015, awarding a contract to Louis Barbato Landscaping, Inc. for The Rath Park Pool Deck Rehabilitation, Franklin Square, New York in the amount of \$99,333.00; and

WHEREAS, due to unforeseen conditions and circumstances since encountered, it was necessary for the Commissioner of the Department of Parks and Recreation to effectuate such increases in certain items of the contract as indicated below:

Item No.	Increases	Unit Price	Quantity Increase	Amount
				Increase
6.	Repair individual scupper and pipe assembly.	\$700.00	35	\$24,500.00
			TOTAL	\$24,500.00

and

WHEREAS, it was deemed essential to the public interest to maintain continuity in the construction progress of this contract; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has advised the Town Board that the increases in certain items will result in an increase of \$24,500.00 in the contract price; and

WHEREAS, it appears to this Town Board that said increases and decrease in certain items of the contract and the additional items of work were necessary to satisfactorily complete the aforesaid project and that the price for such work is fair and reasonable;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to pay Louis Barbato Landscaping the final contract price of \$123,833.00 and to amend the contract price to reflect the above described additional items of work, increases and decrease in certain items of work necessary for the proper completion of the contract for The Rath Park Pool Deck Rehabilitation, Franklin Square, NY which money is to be paid from Account #8601-503-8601-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Stem # 13
Order # 2488

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDED PURCHASE CONTRACT #6-2016 FOR THE YEARLY REQUIREMENTS FOR MAINTENANCE OF SEWER EJECTION PUMP SYSTEM AT MERRICK FACILITY

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for Maintenance of Sewer Ejection Pump System at Merrick Facility; and

WHEREAS, a sole bid was received and opened on January 6, 2016 with the following result:

Bancker Construction Corp.
218 Blydenbergh Road
Islandia, New York 11749

Preventative Maintenance (every 3 months in accordance with specifications set forth in agreement) \$2,368.00

Repair work discovered at regular maintenance visit
Labor.....\$148 per hour
Parts.....10% over list

Repair work necessary at other than regular maintenance visit
Labor.....\$148 per hour
After business hours.....\$185 per hour
Parts.....10% over list

WHEREAS, it has been determined that this sole bid meets the qualifications proposed and is acceptable as stated: and

WHEREAS, the initial term of the award shall be from upon award to December 31, 2016; and

WHEREAS, the Commissioner of Sanitation recommends said bid is in the public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor, be and is hereby authorized to award Purchase Contract #6-2016 for Yearly Requirements for Maintenance of Sewer Ejection Pump System at Merrick Facility to Bancker Construction Corp., 218 Blydenbergh Road, Islandia, N.Y. 11749; and

BE IT FURTHER

RESOLVED, that the Director of Purchasing, may extend this contract for one (1) year periods, up to a maximum of two (2) years upon mutual consent, with no price increase for the first extension and upon mutual agreement for second extension; and

Item # 14
1/11/16 252

BE IT FURTHER

RESOLVED, that all monies received in connection with this contract shall be deposited in Refuse Disposal District Fees & Services Account #301-006-0301-4151.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its
adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
VHB ENGINEERING, SURVEYING AND
LANDSCAPE ARCHITECTURE, P.C. (VHB) TO
PROVIDE PROFESSIONAL SERVICES IN
CONNECTION WITH THE COMMUNITY
DEVELOPMENT PROGRAMS OF THE TOWN
OF HEMPSTEAD.**

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development requires the services of consultants to provide professional services and other necessary data with respect to the Community Development Programs of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P process resulted in seven (7) responses being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) with offices at 50 Main Street, Suite 360, White Plains, New York, 10606, is qualified to provide consulting services and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), for a term beginning January 1, 2016 and ending December 31, 2016 or upon completion of the project, for an amount not to exceed the sum of TWENTY THOUSAND (\$20,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for

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11/10/15 28537

professional services, which will be charged against the appropriate Department of Planning and Economic Development's Community Development Account; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) in accordance with a fee structure attached as Schedule "B" and made part of the contract between the Town of Hempstead and VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) upon receipt by said Commissioner of a claim form completed by VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under the terms of the contract.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PROFESSIONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
VHB ENGINEERING, SURVEYING AND
LANDSCAPE ARCHITECTURE, P.C. (VHB)

AGREEMENT made the day of , 2016 by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 and VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), Consultants (hereinafter called "Consultants") with offices at 50 Main Street, Suite 360, White Plains, New York, 10606.

WITNESSETH THAT:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a Consultant be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing seven (7) proposals from various firms, has recommended that VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), having its principal office at 50 Main Street, Suite 360, White Plains, New York, 10606, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANTS

The Town hereby engages the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the Consultant shall be provided for a term beginning January 1, 2016 and ending December 31, 2016 or upon completion of the project. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Supervisor. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is TWENTY THOUSAND (\$20,000.00) DOLLARS, from January 1, 2016 to December 31, 2016. The Town, in its sole discretion, reserves the right to increase the cap by up to TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of the Department of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. NON-DISCRIMINATION

A. The Consultant will not discriminate against any employee or applicant for Employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin.

Such action shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to Employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

8. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

9. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____
Anthony J. Santino,
Supervisor

VHB ENGINEERING, SURVEYING AND
LANDSCAPE ARCHITECTURE, P.C.
(VHB)

APPROVED
By JK Date 2/1/16

~~_____
KEVIN R. CONROY
TOWN COMPTROLLER~~

Cheryl...
2/1/16

By: P.N. O'Leary

APPROVED AS TO CONTENT
DATE: 1/28/16

Katrina R. Brophy
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/29/16

STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2016, before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; that he is the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, the corporation described in and which executed the above agreement, and that the seal affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York and that by like order he thereunto signed his name and official designation.

Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

On this 21 day of January, 2016, before me personally came Patrick O'Leary, to me known, who being by me duly sworn did depose and say that he resides at 20 Hillcrest Drive, Ashford, Ct and that he is the Principal of VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), the firm described in and which executed the foregoing instrument.

SOPHIA N NORTEY-MENSAH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01NO6328978
Qualified in Bronx County
My Commission Expires August 10, 2019

Sophia N. Mensah
Notary Public

**PUBLIC NOTICE
REQUEST FOR PROPOSAL
CONSULTANTS**

The Town Of Hempstead's Department of Planning & Economic Development administers a HUD funded Community Development Program through the Nassau County Urban County Consortium.

The Town is seeking proposals from qualified Community Development Consultants for a general consulting contract relating to the Community Development Block Grant Program. A one year contract will be issued with the option of a one year extension subsequent to the review of the firms performance. The Town reserves the right to reject any or all proposals. Women and minority firms are encouraged to participate.

Those parties interested in submitting a proposal must indicate experience in the following categories:

	<u>Weighted Evaluation Values</u>
• Preparation of Grant Applications	20 points
• Experience in Community Development Grant Administration	25 points
• Experience in Urban Renewal Projects	15 points
• Planning Experience*	15 points
• Experience with Local Long Island Governmental Agencies	15 points
• Fee Schedule	10 points

Note: A multiplier is not to be included in calculating the cost of professional services, but should be factored into the hourly rates.

Proposals must be submitted to the Town Of Hempstead Department of Planning & Economic Development, 200 North Franklin Street, Hempstead, New York 11550 no later than 4:30 p.m. on Monday, August 10, 2015. A set of four (4) proposal copies should be addressed to the attention of Joseph Marshiano, Director of Community Development, (516) 538-7100 Ext. 415.

*Zoning, Transportation, Housing, Demographics and Environmental Planning



KATE MURRAY
Supervisor

George L. Bakich
Commissioner

SCHEDULE 'A'



4

Fee

Hourly rates for VHB's staff are provided in the table below. General rates by labor category are provided on the following page.

STAFF	TITLE	LABOR CATEGORY	HOURLY RATE
David Schiff	Principal-In-Charge	Principal 3	\$275
Gina Martini	Project Manager	Technical Professional 16	\$190
Valerie Monastra	Planning Team Member	Technical Professional 16	\$190
Jillian Gallant	Planning Team Member	Technical Professional 11	\$140
Steven Martini	Planning Team Member	Technical Professional 05	\$80
Bryan Murty	Technical Support	Technical Professional 10	\$130

SCHEDULE "B"

Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

a. The Consultant represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. Compliance With Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other Financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. Interest of Member of the Municipality. No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Certain Federal Officials. No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. Access to Records. The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402. Veterans of the Vietnam Era (if \$10,000 or over). Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated incorporated affiliates, shall be listed at a appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.

"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
SENTINEL CONSULTING, TO PROVIDE
CONSULTING SERVICES RELATED TO THE
IMPLEMENTATION OF ONGOING AND
FEDERALLY FUNDED COMMUNITY DEVELOPMENT
PROJECTS**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a consultant be retained to support community relations activities and perform other services in connection with the planning and implementation of community development projects. The aforementioned consulting services constitute professional services, and recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, after soliciting and, receiving and reviewing seven (7) proposals, has recommended that the consulting firm of SENTINEL CONSULTING, having its principal office at 2574 Neoptune Avenue, Seaford, New York 11783, be retained to provide the aforementioned professional services; and

WHEREAS, the Town Board deems SENTINEL CONSULTING, to be duly qualified to perform the aforementioned work and that the use of the aforementioned firm is an appropriate and necessary expense, and that the use of the aforementioned firm best serves the public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to execute a contract for professional services by and between the Town of Hempstead and SENTINEL CONSULTING, in connection with the planning and implementation of community development projects, beginning January 1, 2016 and ending December 31, 2016 or upon completion of assignment, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements. This contract is subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to Twenty Thousand and 00/100 (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services, which will be charged against the appropriate Department of Planning and Economic Development's Community Development Account; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payments to SENTINEL CONSULTING in accordance with a fee structure attached as Schedule "B"

Item # 15
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and made part of the contract between the Town of Hempstead and SENTINEL CONSULTING, upon receipt by said Commissioner of a claim form, payments not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PROFESSIONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
SENTINEL CONSULTING

AGREEMENT, made the _____ day of _____, 2016 by and between the TOWN OF HEMPSTEAD, (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and SENTINEL CONSULTING, (hereinafter called "Consultant") having its principal office at 2574 Neptune Avenue. Seaford, New York 11783.

WITNESSETH

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead deems it desirable and necessary to obtain the services of a Consultant for the purpose of rendering the Department of Planning and Economic Development certain technical advice and professional services; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing seven (7) proposals, has recommended SENTINEL CONSULTING, having its principal office at 2574 Neptune Avenue, Seaford, New York 11783, be retained to provide the aforementioned professional services; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the services of the Consultant for such proposed work constitutes professional services:

NOW, THEREFORE, the parties hereto mutually agree as follows::

1. SCOPE OF SERVICES

Subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, the Consultant agrees to perform all required services in connection with media contact, community relations and government relations.

2. NATURE OF THE SERVICES

The nature of the services to be performed by the Consultant on these assignments shall be such as the Commissioner of the Department of Planning and Economic Development of the Town may require and direct but shall generally include but are not necessarily limited to the following:

A. Provide consultation and develop strategies to support community relations activities in connection with the planning and implementation of certain individual Community Development rehabilitation and revitalization projects.

B. Provide consultation and draft responses to constituent information requests.

- B. Provide consultation and draft responses to constituent information requests.
- C. Provide consulting services as specifically requested by the Town on a case to case basis pursuant to the Request for Proposal (RFP) incorporated into this contract as Schedule "B" and Schedule "A" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

3. COMPENSATION

- A. The Town shall pay the Consultant a fee in accordance with the fee schedule attached and made a part of this Contract as Schedule "A". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board currently said authorized amount is Twenty Thousand and 00/100 (\$20,000.00) Dollars from January 1, 2016 to December 31, 2016. The Town, in its sole discretion, reserves the right to increase the cap by up to Twenty Thousand (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

- B. All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller and certified as approved by the Commissioner of the Department of Planning and Economic Development.

The Commissioner of the Department of Planning and Economic Development reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred.

- C. The Consultant agrees that he will comply with any and all applicable provisions of the Laws of the State of New York and of the Town and agrees, in the event of the Consultant's negligent acts, errors or omissions, to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the performance of the work as provided by this agreement, including damage to person or property, and the defense settlement or satisfaction of such claims.
- D. In addition to the foregoing services performed by the Consultant, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner directing him to proceed with any work as may be authorized by the Town Board.

- E. The Consultant shall secure compensation for the benefit of and keep said insurance during the life of this agreement in compliance with the provisions of the Workman's Compensation Law. This Agreement shall be void and of no effect unless such compensation is secured.
- F. Since it is intended to secure the services of Sentinel Consulting, as a consultant, this contract will not be assigned, sublet or transferred without the written consent of the Town.

4. GENERAL

- A. The services to be performed by the Consultant shall, at all times be subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, as to all matters arising out of or in connection with or relating to this contract. The Commissioner of the Department of Planning and Economic Development shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of this contract on the part of the Consultant.
- B. The Town or Consultant shall have the right to terminate this contract without cause upon ten days notice and the Consultant shall be entitled to fees earned and disbursements incurred up to the date of termination.
- C. This contract shall be effective for a term beginning January 1, 2016 and ending December 31, 2016, or upon completion of project, but only upon delivery of a contract, duly executed by the Supervisor.

5. NON-DISCRIMINATION

- A. The Consultant will not discriminate against any employee or with Reference, but not limited to the following: employment, upgrading demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

6. TERMS AND CONDITIONS

This agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions," as prescribed by the US. Department of Housing and Urban Development (HUD) for Federal participation in Community Development funding.

TOWN OF HEMPSTEAD

By: _____
Anthony J. Santino,
Supervisor

SENTINEL CONSULTING

By: _____
Alan M. Parente,
Principal

APPROVED AS TO CONTENT

DATE: 1/16/16

Patricia R. Brooks
CONSULTANT COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED

By: [Signature] Date: 2/1/16

[Signature] 2/1/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO FORM

Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/29/16

Cheryl Petri
2/1/16

Town's Empire Zone applications; 2) Hofstra COPC grant; 3) acquiring over \$1,375,000.00 in Home monies for the Affordable Homes program; 4) acquiring an AHC grant in the sum of \$200,000 for the Phase 9 Affordable Homes program; 5) acquiring an AHC grant in the sum of \$275,000.00 for the Phase 10 Affordable Homes program; 6) acquiring \$150,000 from the EPA through DEC, for a Brownfield assessment in Elmont; 7) preparation of ERP applications for Brownfield assessment and cleanup; 8) preparation of the Environmental Bond Act applications; 8) acquiring Home monies for the Elmont Senior Housing Project; 9) preparing the AHC applications for Phase 11 and 12 of the Department's Affordable Homes program where an additional \$440,000.00 was received; 10) preparation of the AHC application for Phase 13 where an additional \$200,000.00 was received; 11) preparation of AHC and HOME applications for Phase 14 where \$560,000.00 has been approved 12) preparation of Main Street application for Downtown Elmont and 13) preparation of Restore 3 Grant application which resulted in a grant of \$2,412,000.00 for restoration of downtown Elmont.

Based on my extensive municipal and governmental experience as evidenced in my resume and as set forth in this proposal, I have knowledge of:

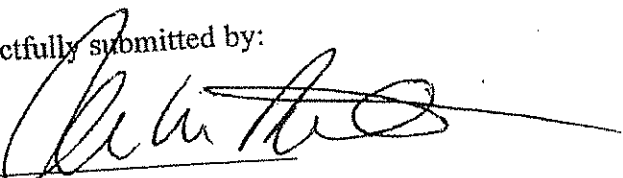
- Community Development Planning and Management
- Municipal Planning and Management
- Federal Funding
- Fiscal Planning and Management
- Federal Program Planning and Management
- Municipal Legal Affairs
- CDBG Rules and Regulations

Additionally, I have maintained an excellent working relationship with virtually all elected officials with Nassau County and the staff at the County's OHIA.

In summation, I can help with all existing programs and can help establish new beneficial programs.

I am prepared to provide consulting services at an hourly rate of \$150.00.

Respectfully submitted by:


Alan M. Parente
Sentinel Consulting

SCHEDULE "A"

PUBLIC NOTICE REQUEST FOR PROPOSAL CONSULTANTS

The Town Of Hempstead's Department of Planning & Economic Development administers a HUD funded Community Development Program through the Nassau County Urban County Consortium.

The Town is seeking proposals from qualified Community Development Consultants for a general consulting contract relating to the Community Development Block Grant Program. A one year contract will be issued with the option of a one year extension subsequent to the review of the firms performance. The Town reserves the right to reject any or all proposals. Women and minority firms are encouraged to participate.

Those parties interested in submitting a proposal must indicate experience in the following categories:

	<u>Weighted Evaluation Values</u>
• Preparation of Grant Applications	20 points
• Experience in Community Development Grant Administration	25 points
• Experience in Urban Renewal Projects	15 points
• Planning Experience*	15 points
• Experience with Local Long Island Governmental Agencies	15 points
• Fee Schedule	10 points

Note: A multiplier **is not** to be included in calculating the cost of professional services, but **should be** factored into the hourly rates.

Proposals must be submitted to the Town Of Hempstead Department of Planning & Economic Development, 200 North Franklin Street, Hempstead, New York 11550 no later than 4:30 p.m. on Monday, August 10, 2015. A set of four (4) proposal copies should be addressed to the attention of Joseph Marshiano, Director of Community Development, (516) 538-7100 Ext. 415.

*Zoning, Transportation, Housing, Demographics and Environmental Planning



KATE MURRAY
Supervisor

George L. Bakich
Commissioner

SCHEDULE "B"

CONTRACT FOR PROFESSIONAL SERVICES

(1-80)

Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

a. The Consultant represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. **Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. **Compliance With Local Laws.** The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. **Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. **Assignability.** The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other Financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. **Interest of Member of the Municipality.** No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. **Interest of Certain Federal Officials.** No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. **Access to Records.** The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402. Veterans of the Vietnam Era (if \$10,000 or over). Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at a appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.

"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
MICHAEL L. ODDO, TO PROVIDE CONSULTING
SERVICES RELATED TO THE IMPLEMENTATION
OF ONGOING AND FEDERALLY FUNDED COMMUNITY
DEVELOPMENT PROJECTS**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a consultant be retained to support community relations activities and perform other services in connection with the planning and implementation of community development projects. The aforementioned consulting services constitute professional services, and recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing seven (7) proposals, has recommended that the consulting firm of MICHAEL L. ODDO, having his principal office at 164 Eastwood Avenue, Deer Park, NY 11729, be retained to provide the aforementioned services; and

WHEREAS, the Town Board deems MICHAEL L. ODDO, to be duly qualified to perform the aforementioned work and that the use of the aforementioned firm is an appropriate and necessary expense, and further that it serves the public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to execute a contract for professional services by and between the Town of Hempstead and MICHAEL L. ODDO, in connection with the planning and implementation of community development projects, beginning January 1, 2016 and ending December 31, 2016 or upon completion of assignment, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements. This contract is subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to Twenty Thousand and 00/100 (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services, which shall be charged against the appropriate Department of Planning and Economic Development's Community Development Account; and

Item # 15
Case # 934

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payments to MICHAEL L. ODDO in accordance with a fee structure attached as Schedule "A" and made part of the contract between the Town of Hempstead and MICHAEL L. ODDO, upon receipt by said Commissioner of a claim form, payments not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and
MICHAEL L. ODDO

AGREEMENT, made the _____ day of _____, 2016 by and between the TOWN OF HEMPSTEAD, (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and MICHAEL L. ODDO, (hereinafter called "Consultant") having his principal office at 164 Eastwood Avenue, Deer Park, NY 11729.

WITNESSETH:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead deems it desirable and necessary to obtain the services of a Consultant for the purpose of rendering the Department of Planning and Economic Development certain technical advice and professional services; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing seven (7) proposals, has recommended MICHAEL L. ODDO, having his principal office at 164 Eastwood Avenue, Deer Park, NY 11729, be retained to provide the aforementioned professional services; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the services of the Consultant for such proposed work constitutes professional services:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, the Consultant agrees to perform all required services in connection with media contact, community relations and government relations.

2. NATURE OF THE SERVICES

The nature of the services to be performed by the Consultant on these assignments shall be such as the Commissioner of the Department of Planning and Economic Development of the Town may require and direct but shall generally include but are not necessarily limited to the following:

- A. Provide consultation and develop strategies to support community relations activities in connection with the planning and implementation of certain individual Community Development rehabilitation and revitalization projects.
- B. Provide consultation and draft responses to constituent information requests.
- C. Provide consulting services as specifically requested by the Town on a

- C. Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated into this contract as Schedule "B" and Schedule "A" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

3. COMPENSATION

- A. The Town shall pay the Consultant a fee in accordance with the fee schedule attached and made a part of this Contract as Schedule "A". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board currently said authorized amount is Twenty Thousand and 00/100 (\$20,000.00) Dollars from January 1, 2016 to December 31, 2016. The Town, in its sole discretion, reserves the right to increase the cap by up to Twenty Thousand and 00/100 (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

- B. All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller and certified as approved by the Commissioner of the Department of Planning and Economic Development.

The Commissioner of the Department of Planning and Economic Development reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred.

- C. The Consultant agrees that he will comply with any and all applicable provisions of the Laws of the State of New York and of the Town and agrees, in the event of the Consultant's negligent acts, errors or omissions, to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the performance of the work as provided by this agreement, including damage to person or property, and the defense settlement or satisfaction of such claims.
- D. In addition to the foregoing services performed by the Consultant, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner directing him to proceed with any work as may be authorized by the Town Board.
- E. The Consultant shall secure compensation for the benefit of and keep said insurance during the life of this agreement in compliance with the provisions of the Workman's Compensation Law. This Agreement shall be void and of no effect unless such compensation is secured.

- F. Since it is intended to secure the services of MICHAEL L. ODDO, as a consultant, this contract will not be assigned, sublet or transferred without the written consent of the Town.

4. GENERAL

- A. The services to be performed by the Consultant shall, at all times be subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, as to all matters arising out of or in connection with or relating to this contract. The Commissioner of the Department of Planning and Economic Development shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of this contract on the part of the Consultant.
- B. The Town or Consultant shall have the right to terminate this contract without cause upon ten days notice and the Consultant shall be entitled to fees earned and disbursements incurred up to the date of termination.
- C. This contract shall be effective for a term beginning January 1, 2016 and ending December 31, 2016, or upon completion of project, but only upon delivery of a contract, duly executed by the Supervisor.

5. NON-DISCRIMINATION

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to Employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

6. TERMS AND CONDITIONS

This agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions," as prescribed by the US. Department of Housing and Urban Development (HUD) for Federal participation in Community Development funding.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____
Anthony J. Santino,
Supervisor

MICHAEL L. ODDO

By: *Michael Oddo*
Principal

APPROVED AS TO CONTENT
DATE 1/6/16
Katrina R. Bork
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/29/16

APPROVED
By *KS* Date 2/1/16
Kevin R. Conroy
KEVIN R. CONROY
TOWN COMPTROLLER

Cheryl Petru
2/1/16

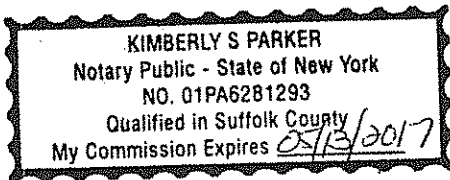
STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2016, before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; that he is the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, the corporation described in and which executed the above agreement, and that the seal affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York and that by like order he thereunto signed his name and official designation.

Notary Public

STATE OF NEW YORK)
Suffolk : ss.:
COUNTY OF NASSAU)

On this 15th day of December, 2015, before me personally came Michael L. Oddo, to me known, who being by me duly sworn, did depose and say that he resides at 164 Eastwood Avenue, Deer Park, NY and that he is the principal described in and who executed the foregoing instrument.



Kimberly S. Parker

Notary Public - State of New York

6. Over thirty years of working with federal, state and local Long Island governmental agencies.
7. Developed and implement program reviews and evaluations.
8. Assuring programs compliance with the appropriate governmental regulations.
9. Developed and monitoring performance reports
10. Providing legal input on programs and regulations
11. Developed sub recipient agreements.
12. Interruptions on program and activity eligibility.
13. Developed program guidelines and administrative regulations.
14. Oversight, review and audit of programs for compliance with HUD and local compliance.

My roles as Deputy Commissioner of Occupational Resources, and Planning and Economic Development, as well as a private consultant, involved me in all of the above listed experiences and activities.

Because of my prior position in Planning and Economic Development I became knowledgeable in the federal rules and regulations that govern the HUD administered Community Development Program, I have keep abreast of the regulations in my consulting roles with the three of Long Island largest town and two of the state's most popular villages and private clients.

I can perform the Community Development Consultant services requested in the attached Request for Proposals (RFP) at an hourly rate of \$100.00 per hour plus any prior approved disbursements. Additionally with prior approved I will employ any sub consultants required by the Town to perform any tasks associated with the management and planning of operations or programs as the Town may require. Billing for sub consultants would be though me at the sub consultant rate approved in advance by the Town.

I have a demonstrated record of resolving local problems, and seeking out and securing grants and aid particularly with federally and state programs.

I have attached my resume and a summary of my accomplishments, and would be pleased to share with you my experiences, and answer question you may have regarding how I can assist your program. I am available at your convenience to provide you and your team any additional information needed to make your selection.

Sincerely

Michael L. Oddo

SCHEDULE "A"

PUBLIC NOTICE REQUEST FOR PROPOSAL CONSULTANTS

The Town Of Hempstead's Department of Planning & Economic Development administers a HUD funded Community Development Program through the Nassau County Urban County Consortium.

The Town is seeking proposals from qualified Community Development Consultants for a general consulting contract relating to the Community Development Block Grant Program. A one year contract will be issued with the option of a one year extension subsequent to the review of the firms performance. The Town reserves the right to reject any or all proposals. Women and minority firms are encouraged to participate.

Those parties interested in submitting a proposal must indicate experience in the following categories:

	<u>Weighted Evaluation Values</u>
• Preparation of Grant Applications	20 points
• Experience in Community Development Grant Administration	25 points
• Experience in Urban Renewal Projects	15 points
• Planning Experience*	15 points
• Experience with Local Long Island Governmental Agencies	15 points
• Fee Schedule	10 points

Note: A multiplier **is not** to be included in calculating the cost of professional services, but **should be** factored into the hourly rates.

Proposals must be submitted to the Town Of Hempstead Department of Planning & Economic Development, 200 North Franklin Street, Hempstead, New York 11550 no later than 4:30 p.m. on Monday, August 10, 2015. A set of four (4) proposal copies should be addressed to the attention of Joseph Marshiano, Director of Community Development, (516) 538-7100 Ext. 415.

*Zoning, Transportation, Housing, Demographics and Environmental Planning



KATE MURRAY
Supervisor

George L. Bakich
Commissioner

SCHEDULE "B"

CONTRACT FOR PROFESSIONAL SERVICES

(1-80)

Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

a. The Consultant represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. **Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. **Compliance With Local Laws.** The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. **Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. **Assignability.** The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other Financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. **Interest of Member of the Municipality.** No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. **Interest of Certain Federal Officials.** No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. **Access to Records.** The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402. Veterans of the Vietnam Era (if \$10,000 or over). Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.

"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
VISION ACCOMPLISHED, INC., TO PROVIDE
CONSULTING SERVICES RELATED TO THE
IMPLEMENTATION OF ONGOING AND
FEDERALLY FUNDED COMMUNITY DEVELOPMENT
PROJECTS**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a consultant be retained to support community relations activities and perform other services in connection with the planning and implementation of community development projects. The aforementioned consulting services constitute professional services, and recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing seven (7) proposals, has recommended that the consulting firm of VISION ACCOMPLISHED, INC., having their principal office at 66 Virginia Avenue, Plainview, New York 11803, be retained to provide the aforementioned services; and

WHEREAS, the Town Board deems VISION ACCOMPLISHED, INC., to be duly qualified to perform the aforementioned work and that the use of the aforementioned firm is an appropriate and necessary expense, and further that it serves the public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to execute a contract for professional services by and between the Town of Hempstead and VISION ACCOMPLISHED, INC., in connection with the planning and implementation of community development projects, beginning January 1, 2016 and ending December 31, 2016 or upon completion of assignment, for an amount not to exceed the sum of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS, exclusive of disbursements. This contract is subject to an option in favor of the Town to extend the term of the contract up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to FIFTY Thousand and 00/100 (\$50,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services, which shall be charged against the appropriate Department of Planning and Economic Development's Community Development Account; and

Stem # 15

Case # 2793

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payments to VISION ACCOMPLISHED, INC. in accordance with a fee structure attached as Schedule "B" and made part of the contract between the Town of Hempstead and VISION ACCOMPLISHED, INC., upon receipt by said Commissioner of a claim form, payments not to exceed the sum of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
And
VISION ACCOMPLISHED, INC.

AGREEMENT, made the day of , 2016 by and between the **TOWN OF HEMPSTEAD**, (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and **VISION ACCOMPLISHED, INC.**, (hereinafter called "Consultant") having its principal office at 66 Virginia Avenue, Plainview, New York 11803.

WITNESSETH:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead deems it desirable and necessary to obtain the services of a Consultant for the purpose of rendering the Department of Planning and Economic Development certain technical advice and professional services; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing seven (7) proposals, has recommended **VISION ACCOMPLISHED, INC.**, having its principal office at 66 Virginia Avenue, Plainview, New York 11803, be retained to provide the aforementioned professional services; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the services of the Consultant for such proposed work constitutes professional services:

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

Subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, the Consultant agrees to perform all required services in connection with media contact, community relations and government relations.

2. NATURE OF THE SERVICES

The nature of the services to be performed by the Consultant on these assignments shall be such as the Commissioner of the Department of Planning and Economic Development of the Town may require and direct but shall generally include but are not necessarily limited to the following:

- A. Provide consultation and develop strategies to support community relations activities in connection with the planning and implementation of certain individual Community Development rehabilitation and revitalization projects.
- B. Provide consultation and draft responses to constituent information requests.

- C. Provide consulting services as specifically requested by the Town on a case to case basis pursuant to the Request for Proposal (RFP) incorporated into this contract as Schedule "A" and Schedule "B" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

3. COMPENSATION

- A. The Town shall pay the Consultant a fee in accordance with the fee schedule attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board currently said authorized amount is FIFTY Thousand and 00/100 (\$50,000.00) Dollars from January 1, 2016 to December 31, 2016. The Town, in its sole discretion, reserves the right to increase the cap by up to FIFTY Thousand and 00/100 (\$50,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

- B. All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller and certified as approved by the Commissioner of the Department of Planning and Economic Development.

The Commissioner of the Department of Planning and Economic Development reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred.

- C. The Consultant agrees that he will comply with any and all applicable provisions of the Laws of the State of New York and of the Town and agrees, in the event of the Consultant's negligent acts, errors or omissions, to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the performance of the work as provided by this agreement, including damage to person or property, and the defense settlement or satisfaction of such claims.

- D. In addition to the foregoing services performed by the Consultant, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner directing them to proceed with any work as may be authorized by the Town Board.

- E. The Consultant shall secure compensation for the benefit of and keep said insurance during the life of this agreement in compliance with the provisions of the Workman's Compensation Law. This Agreement shall be void and of no effect unless such compensation is secured.

- F. Since it is intended to secure the services of VISION ACCOMPLISHED, INC. as a consultant, this contract will not be assigned, sublet or transferred without the written consent of the Town.

4. GENERAL

- A. The services to be performed by the Consultant shall, at all times be subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, as to all matters arising out of or in connection with or relating to this contract. The Commissioner of the Department of Planning and Economic Development shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of this contract on the part of the Consultant.
- B. The Town or Consultant shall have the right to terminate this contract without cause upon ten days notice and the Consultant shall be entitled to fees earned and disbursements incurred up to the date of termination.
- C. This contract shall be effective for a term beginning January 1, 2016 and ending December 31, 2016, or upon completion of project, but only upon delivery of a contract, duly executed by the Supervisor.

5. NON-DISCRIMINATION

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall be taken, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to Employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

6. TERMS AND CONDITIONS

This agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions," as prescribed by the US. Department of Housing and Urban Development (HUD) for Federal participation in Community Development funding.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____
Anthony J. Santino,
Supervisor

VISION ACCOMPLISHED, INC.

By: Thomas V. Savino
Thomas V. Savino, Esq,
President

APPROVED AS TO CONTENT

DATE: 1/26/16

Katrina R. Brod
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM

Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/29/16

APPROVED

By Do Date 2/1/16

Kevin R. Conroy
KEVIN R. CONROY
TOWN COMPTROLLER

Cheryl Petri
2/1/16

STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 2016, before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; that he is the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, the corporation described in and which executed the above agreement, and that the seal affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York and that by like order he thereunto signed his name and official designation.

Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

On this 6 day of JAN, ²⁰¹⁶~~2015~~, before me personally came THOMAS V. SAVINO, to me known, who being by me duly sworn, did depose and say that he resides at 66 Virginia Ave., Hawthorn NY 11802 and that he is the President described in and who executed the foregoing instrument.

CHRISTINA CLARKE
Notary Public, State of New York
No. 01CL6082751
Qualified in Suffolk County
Commission Expires November 4, 2014
2-18

Christina Clarke
Notary Public

**PUBLIC NOTICE
REQUEST FOR PROPOSAL
CONSULTANTS**

The Town Of Hempstead's Department of Planning & Economic Development administers a HUD funded Community Development Program through the Nassau County Urban County Consortium.

The Town is seeking proposals from qualified Community Development Consultants for a general consulting contract relating to the Community Development Block Grant Program. A one year contract will be issued with the option of a one year extension subsequent to the review of the firms performance. The Town reserves the right to reject any or all proposals. Women and minority firms are encouraged to participate.

Those parties interested in submitting a proposal must indicate experience in the following categories:

	<u>Weighted Evaluation Values</u>
• Preparation of Grant Applications	20 points
• Experience in Community Development Grant Administration	25 points
• Experience in Urban Renewal Projects	15 points
• Planning Experience*	15 points
• Experience with Local Long Island Governmental Agencies	15 points
• Fee Schedule	10 points

Note: A multiplier **is not** to be included in calculating the cost of professional services, but **should be** factored into the hourly rates.

Proposals must be submitted to the Town Of Hempstead Department of Planning & Economic Development, 200 North Franklin Street, Hempstead, New York 11550 no later than 4:30 p.m. on Monday, August 10, 2015. A set of four (4) proposal copies should be addressed to the attention of Joseph Marshiano, Director of Community Development, (516) 538-7100 Ext. 415.

*Zoning, Transportation, Housing, Demographics and Environmental Planning



KATE MURRAY
Supervisor

George L. Bakich
Commissioner

SCHEDULE 'A'

CATEGORY 6: FEE SCHEDULE

Fees for consulting services provided by *Vision Accomplished* are as follows:

Principal:	<u>\$140.00 per hour;</u>
Associates:	<u>\$100.00 per hour;</u>
Office Assistant (secretarial):	<u>\$ 75.00 per hour;</u>

We will bill time in 20 min intervals. Principal Tom Savino will perform consulting work for the Town of Hempstead Department of Planning & Economic Development (Department).

Disbursements will be added for costs of copying; special mailings; long distance phone calls; cost of travel if needed for meetings in state or federal offices outside Nassau County (upon prior approval from Department).

Vision Accomplished:
Community Development Consulting Proposal
Town of Hempstead Department of Planning & Economic Development

July 2008
Page 8 of 8

SCHEDULE "B"

Part II -- Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

a. The Consultant represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. **Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. **Compliance With Local Laws.** The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. **Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. **Assignability.** The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other Financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. **Interest of Member of the Municipality.** No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. **Interest of Certain Federal Officials.** No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. **Access to Records.** The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402. Veterans of the Vietnam Era (if \$10,000 or over), Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at a appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.

"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
KAS CONSULTING TO PROVIDE CONSULTING
SERVICES RELATED TO THE IMPLEMENTATION
OF ONGOING AND FEDERALLY FUNDED COMMUNITY
DEVELOPMENT PROJECTS**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a consultant be retained to support community relations activities and perform other services in connection with the planning and implementation of community development projects. The aforementioned consulting services constitute professional services, and recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing seven (7) proposals, has recommended that the consulting firm of KAS CONSULTING, having her principal office at 1348 Cedar Drive, East Meadow, New York 11554, be retained to provide the aforementioned services; and

WHEREAS, the Town Board deems KAS CONSULTING, to be duly qualified to perform the aforementioned work and that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to execute a contract for professional services by and between the Town of Hempstead and KAS CONSULTING, in connection with the planning and implementation of community development projects, beginning January 1, 2016 and ending December 31, 2016 or upon completion of assignment, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to Twenty Thousand and 0/100 (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services, which shall be charged against the appropriate Department of Planning and Economic Development's Community Development Account; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payments to KAS CONSULTING in accordance with a fee structure attached as Schedule "A" and made part of the contract between the Town of Hempstead and KAS CONSULTING, upon receipt by said Commissioner of a claim form, payments not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 15
Case # 29014

CONTRACT FOR PERSONAL SERVICES

**By and Between
TOWN OF HEMPSTEAD
and
KAS CONSULTING**

AGREEMENT, made the _____ day of _____, 2016 by and between the TOWN OF HEMPSTEAD, (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and KAS CONSULTING, (hereinafter called "Consultant") having its principal office at 1348 Cedar Drive, East Meadow, NY 11554.

WITNESSETH:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead deems it desirable and necessary to obtain the services of a Consultant for the purpose of rendering the Department of Planning and Economic Development certain technical advice and professional services; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing seven (7) proposals, has recommended KAS CONSULTING, having its principal office at 1348 Cedar Drive, East Meadow, NY 11554, be retained to provide the aforementioned professional services; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the services of the Consultant for such proposed work constitutes professional services:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, the Consultant agrees to perform all required services in connection with media contact, community relations and government relations.

2. NATURE OF THE SERVICES

The nature of the services to be performed by the Consultant on these assignments shall be such as the Commissioner of the Department of Planning and Economic Development of the Town may require and direct but shall generally include but are not necessarily limited to the following:

- A.. Provide consultation and develop strategies to support community activities in connection with the planning and implementation of certain relations individual Community Development rehabilitation and revitalization projects.
- B. Provide consultation and draft responses to constituent information Requests.

- B. Provide consultation and draft responses to constituent information Requests.

- C. Provide consulting services as specifically requested by the Town on a case to case basis pursuant to the Request for Proposal (RFP) incorporated into this contract as Schedule "B" and Schedule "A" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

3. COMPENSATION

- A. The Town shall pay the Consultant a fee in accordance with the fee schedule attached and made a part of this Contract as Schedule "A". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board currently said authorized amount is Twenty Thousand and 00/100 (\$20,000.00) Dollars from January 1, 2016 to December 31, 2016. The Town, in its sole discretion reserves the right to increase the cap by up to Twenty Thousand and 00/100 (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

- B. All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller and certified as approved by the Commissioner of the Department of Planning and Economic Development.

The Commissioner of the Department of Planning and Economic Development reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred.

- C. The Consultant agrees that he will comply with any and all applicable provisions of the Laws of the State of New York and of the Town and agrees, in the event of the Consultant's negligent acts, errors or omissions, to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the performance of the work as provided by this agreement, including damage to person or property, and the defense settlement or satisfaction of such claims.

- D. In addition to the foregoing services performed by the Consultant, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner directing her to proceed with any work as may be authorized by the Town Board.

E. The Consultant shall secure compensation for the benefit of and keep said insurance during the life of this agreement in compliance with the provisions of the Workman's Compensation Law. This Agreement shall be void and of no effect unless such compensation is secured.

F. Since it is intended to secure the services of KAS CONSULTING, as a consultant, this contract will not be assigned, sublet or transferred without the written consent of the Town.

4. GENERAL

A. The services to be performed by the Consultant shall, at all times be subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, as to all matters arising out of or in connection with or relating to this contract. The Commissioner of the Department of Planning and Economic Development shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of this contract on the part of the Consultant.

B. The Town or Consultant shall have the right to terminate this contract without cause upon ten days notice and the Consultant shall be entitled to fees earned and disbursements incurred up to the date of termination.

C. This contract shall be effective for a term beginning January 1, 2016 and ending December 31, 2016, or upon completion of project, but only upon delivery of a contract, duly executed by the Supervisor.

5. NON-DISCRIMINATION

A. The Consultant will not discriminate against any employee or with reference, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

6. TERMS AND CONDITIONS

This agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions," as prescribed by the US. Department of Housing and Urban Development (HUD) for Federal participation in Community Development funding.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____
Anthony J. Santino,
Supervisor

KAS CONSULTING

By: Kathy A. Sefchek
Kathy A. Sefchek
Principal

APPROVED AS TO CONTENT
DATE: 1/6/16

Katrina R. Brooks
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/29/16

APPROVED
By [Signature] Date 2/1/16
[Signature]
KEVIN R. CONROY
TOWN COMPTROLLER

Cheryl [Signature]
2/1/16

STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

On this day of , 2016, before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; that he is the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, the corporation described in and which executed the above agreement, and that the seal affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York and that by like order he thereunto signed his name and official designation.

Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

On this 11th day of December, 2015 before me personally came KATHY A. SEFCHEK, to me known, who being by me duly sworn, did depose and say that she resides at 1348 Cedar Drive, East Meadow, New York 11554 and that she is the principal described in and who executed the foregoing instrument.

MARY ELLEN FOSSO
Notary Public, State of New York
No. 01F06116397
Qualified in Nassau County 2016
Commission Expires September 27, 2016

Mary Ellen Fosso
Notary Public

Revitalization" project. I also had the honor of serving on the Executive Board of the L.I. Community Development Organization.

My fee is \$100.00 per hour.

Thank you for taking the time to review my proposal. Please feel free to contact me for any additional information you deem necessary.

Sincerely,

Kathy J. Seychek

SCHEDULE "A"

PUBLIC NOTICE REQUEST FOR PROPOSAL CONSULTANTS

The Town Of Hempstead's Department of Planning & Economic Development administers a HUD funded Community Development Program through the Nassau County Urban County Consortium.

The Town is seeking proposals from qualified Community Development Consultants for a general consulting contract relating to the Community Development Block Grant Program. A one year contract will be issued with the option of a one year extension subsequent to the review of the firms performance. The Town reserves the right to reject any or all proposals. Women and minority firms are encouraged to participate.

Those parties interested in submitting a proposal must indicate experience in the following categories:

	<u>Weighted Evaluation Values</u>
• Preparation of Grant Applications	20 points
• Experience in Community Development Grant Administration	25 points
• Experience in Urban Renewal Projects	15 points
• Planning Experience*	15 points
• Experience with Local Long Island Governmental Agencies	15 points
• Fee Schedule	10 points

Note: A multiplier **is not** to be included in calculating the cost of professional services, but **should be** factored into the hourly rates.

Proposals must be submitted to the Town Of Hempstead Department of Planning & Economic Development, 200 North Franklin Street, Hempstead, New York 11550 no later than 4:30 p.m. on Monday, August 10, 2015. A set of four (4) proposal copies should be addressed to the attention of Joseph Marshiano, Director of Community Development, (516) 538-7100 Ext. 415.

*Zoning, Transportation, Housing, Demographics and Environmental Planning



KATE MURRAY
Supervisor

George L. Bakich
Commissioner

SCHEDULE "B"

Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

a. The Consultant represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. **Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. **Compliance With Local Laws.** The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. **Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. **Assignability.** The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other Financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. **Interest of Member of the Municipality.** No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. **Interest of Certain Federal Officials.** No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. **Access to Records.** The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402 Veterans of the Vietnam Era (if \$10,000 or over). Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at a appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.

"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND RAFFAELLA BERTUCCI ARCHITECT, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS WITHIN THE TOWN OF HEMPSTEAD.

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development required the services of an architect to provide professional services and other necessary data with respect to the Community Development Program of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P. process resulted in eight (8) responses being submitted to the Department of Planning and Economic Development; and

WHEREAS, this town Board deems it to be in the public interest to retain the firm for the stated purpose; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that RAFFAELLA BERTUCCI ARCHITECT, with offices at 11 Matinecock Farms Road, Glen Cove, New York 11542, is qualified to provide Architectural and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and RAFFAELLA BERTUCCI ARCHITECT for a term beginning January 1, 2016 and ending December 31, 2016, not to exceed the sum of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to FIFTY THOUSAND (\$50,000.00), all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services which will be charged against the appropriate Department of Planning and Economic Development's Community Development Account; and

Item # 16
11/10/14

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to RAFFAELLA BERTUCCI ARCHITECT, in accordance with a fee structure attached as Schedule "B" and made part of the contract between the Town of Hempstead and RAFFAELLA BERTUCCI ARCHITECT, upon receipt by said Commissioner of a claim form completed by RAFFELLA BERTUCCI ARCHITECT specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under the terms of the contract.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PROFESSIONAL SERVICES

**By and Between
TOWN OF HEMPSTEAD
and
RAFFAELLA BERTUCCI ARCHITECT**

AGREEMENT made the _____ day of _____, 2016 by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 and RAFFAELLA BERTUCCI ARCHITECT, (hereinafter called "Consultant") with offices at 11 Matinecock Farms Road, Glen Cove, New York 11542.

WITNESSETH THAT:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a consulting architect be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, has recommended that RAFFAELLA BERTUCCI ARCHITECT, having her principal office at 11 Matinecock Farms Road, Glen Cove, New York 11542, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the architectural consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT

The Town hereby engages the Consultant and the Consultant hereby agree to perform the professional services hereinafter set forth.

2. AREA COVERED

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case-by-case basis pursuant to the Request for Proposal (RFP) incorporated by reference into the contract as Schedule "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the Architect shall be provided for a term beginning January 1, 2016 and ending December 31, 2016 or upon completion of the project. The town, in its sole discretion, reserves the right to extend the term of this contract by up to one year but only upon delivery of a contract duly executed by the Supervisor. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that she has performed the authorized work as requested by the Town and that she is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board. Currently said authorized amount shall not exceed FIFTY THOUSAND (\$50,000.00) DOLLARS from January 1, 2016 to December 31, 2016. The Town, in its sole discretion, reserves the right to increase the cap by up to Fifty Thousand and 00/100 (\$50,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of the Department of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. NON-DISCRIMINATION

A. The Consultant will not discriminate against any employee or applicant for Employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Architect agrees to post in conspicuous places, available to Employees and applicants for employment, notices to be provided by the Town setting forth the provision of this non-discrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the Architect, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

8. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

9. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____
Anthony J. Santino,
Supervisor

RAFFAELLA BERTUCCI
ARCHITECT

By: Raffaella Bertucci
Principal

APPROVED AS TO CONTENT
DATE 12/29/15
Katrina R. Brooks
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved: Cheryl Petri
Cheryl Petri, Executive Assistant
Date: 1/25/16

APPROVED AS TO FORM
[Signature]
CHIEF DEPUTY TOWN ATTORNEY
DATE 12/29/15

APPROVED
By Kevin R. Conroy Date 12/29/15
Kevin R. Conroy
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

PUBLIC NOTICE

REQUEST FOR PROPOSAL

Architectural Services

The Town of Hempstead Department of Planning and Economic Development is seeking proposals from firms and/or individuals to provide professional architectural expertise to the implementation of ongoing and proposed community development projects, including façade renovations and downtown revitalization, as well as other Town projects. Applicants must have experience with current versions of both Adobe Photoshop and Auto CAD.

The selected firm(s) will act in the capacity of an architectural consultant to the Town and be called upon on an as need basis. In addition, the organization shall be familiar with and have a working knowledge of the Town laws, codes, ordinances, and applicable State, Federal rules and regulations.

Some of the assignments the successful firm(s) may be called upon to perform include but are not limited to:

The preparation of preliminary concept designs for commercial façade improvements; the preparation of plans, specifications, bid documents, necessary for public bidding; perform field supervision to ensure compliance and prepare approved payment schedules; prepare, review, and oversee site plans for development and redevelopment projects.

The successful firm(s) will have a contract for (1) year with the option of extending said contract for an additional year, subsequent to review of the firm's performance and Town Board approval. The Town reserves the right to reject any or all proposals.

Four (4) copies of your proposals are to be received at 200 North Franklin Street, Hempstead, NY 11550 no later than 4:00 PM on Thursday August 6, 2015, Attention Joseph Marshiano

The following information shall be included in the proposal to be considered:

- 1) Name of organization with names and address of all principals
- 2) Specific staff available along with resumes
- 3) Fee schedule – Note: multiplier must be included in fee schedule
- 4) List of applicable work experience within the Nassau and Suffolk Counties and references

Minority and Women Owned Businesses are encouraged to apply.

For further information please contact Mr. Joseph Marshiano, Director, (516) 538-7100

KATE MURRAY, SUPERVISOR
TOWN OF HEMPSTEAD

GEORGE L. BAKICH, COMMISSIONER
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT



SCHEDULE 'A'

- Certified 100% Woman Owned Business in Nassau County and New York State. Listed in the NY State Minority & Women Owned Businesses Searchable Database.
- Listed in the Federal Vendors Database.

Sub-consultants:

As assigned by the Department of Planning and Economic Development.

3- Fee Schedule: \$ 160\$/hour.

- Project related expenses will be billed at cost. These items include large size photocopies, prints, blueprints, reproduction of documents; expediting services, photography, filing fees, renderings, messengers, mailing and consultants. Bills copy will be provided as proof.

4- List of Applicable Work Experience within the Nassau and Suffolk Counties and references:

Public Work:

- 2007-2013: **Town of North Hempstead Building Department:** Awarded a contract through RFP as a consultant. Renewed 4 times. Now under new contract for Expedited Plan Review.
- 2008: Selected through RFP as one of the design professionals recommended by **Nassau County** to the Nassau municipalities for public work. Subsequently engaged for consultation on 3 projects by the Department of Intergovernmental Affairs of Nassau County: Accessibility Design in Massapequa Park and Freeport, Structural Report in City of Long Beach.
- 2010: Street-front Beautification for the **Village of Bayville.**
- 2008: Accessibility design for Christian Church in the **City of Long Beach**, upon call by City Manager: Design, Construction Documents, Bid Book, Bid Process.
- 2006 to 2008: Member of the Planning Board of the **City of Glen Cove.**
- 2007 2008: Member of the Zoning Advisory Board of the **City of Glen Cove.**
- 2005-2013: Architect Consultant for the **Town of Hempstead** Department of Planning and Economic Development. Services performed:

Date of design service	Project's name	Type of building	Assignment
2005 - 2013	Numerous residential accessibility projects.		Engaged for the whole process, including zoning, site plan, construction documents, permits.
2010-2011	Veterans of Foreign Wars Accessibility	Public Assembly (Club)	Project manager including zoning, site plan, construction documents, permits, architectural designs, conceptual planning, data collection, analysis, preparation and review of studies.
2009-2010	Mason Ln	Single family	Architect including zoning, site plan, construction documents, permits, architectural designs, conceptual

SCHEDULE "B"

Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

a. The Consultant represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. Compliance With Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other Financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. Interest of Member of the Municipality. No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Certain Federal Officials. No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. Access to Records. The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402. Veterans of the Vietnam Era (if \$10,000 or over), Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.

"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF AMCS GROUP, INC. (FORMERLY PC SCALE, INC) FOR THE DESIGN AND DEVELOPMENT OF ADDITIONAL MODIFICATIONS TO A COMBINED ACCOUNTS RECEIVABLE REPORT FOR THE DEPARTMENT'S WEIGH SCALES

WHEREAS, the Department of Sanitation maintains scales that weigh incoming trucks disposing of waste at the Department's facilities; and

WHEREAS, a software program is necessary to print out invoices, provide information for billing purposes and operate the scales; and

WHEREAS, the software program that manages the scale operations was developed by PC Scale, Inc., 119 South Fifth Street, Oxford, PA, 19363; and

WHEREAS, on September 2, 2014 the Town Board did adopt Resolution No. 1229-2014 ACCEPTING THE PROPOSAL OF PC SCALE, INC. FOR THE DESIGN AND DEVELOPMENT OF A COMBINED ACCOUNTS RECEIVABLE REPORT FOR THE DEPARTMENT'S WEIGH SCALES; and

WHEREAS, PC Scale, Inc., completed the project, however, the Department requires some additional modifications to the program and to that end AMCS Group, Inc. (formerly PC Scale, Inc.) has submitted a proposal for the requested modifications; and

WHEREAS, it would be in the public interest to accept this proposal;

NOW THEREFORE, BE IT

RESOLVED, that proposal of AMCS Group, Inc. (formerly PC Scale, Inc.), 119 South Fifth Street, Oxford, PA 19363, for the additional modifications to a Combined Accounts Receivable Report to work in conjunction with the department's weigh scale program be and is hereby accepted; and

BE IT FURTHER,

RESOLVED, that the hourly rate for Development Specifications, Report Development and Q & A shall \$155.00 per hour and the hourly rate for Remote Installation shall be \$125.00 per hour; and

RESOLVED, that payment shall be made and paid out of the Operating Fund Fees and Services Account #300-006-8110-4151.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 17
Case # 9177

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION APPOINTING ANTHONY P. D'ESPOSITO
COUNCILPERSON OF THE FOURTH COUNCILMATIC
DISTRICT OF THE TOWN OF HEMPSTEAD.

WHEREAS, a vacancy exists in the Office of Councilperson of the Fourth Councilmatic District of the Town of Hempstead by reason of the resignation of Anthony J. Santino; and

WHEREAS, Anthony P. D'Esposito of Island Park, New York, is a person qualified to fill said vacancy;

NOW, THEREFORE, BE IT

RESOLVED, Anthony P. D'Esposito of Island Park, New York, be and he hereby is appointed to the Office of Councilperson of the Fourth Councilmatic District of the Town of Hempstead, to hold said Office until December 31, 2016.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #18
P.A.O. #20420

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION RETAINING MARK L.
LIEBERMAN, ESQ., AS CONSULTANT
WITH RESPECT TO THE LEGISLATURE
OF THE STATE OF NEW YORK FOR THE
2016 SESSION.

WHEREAS, this Town Board deems it to be in the public interest to retain the services of a person familiar with legislature programs and procedures in order to effectively present to the Legislature of the State of New York the projects and proposals of the Town of Hempstead for the strengthening and broadening of Home Rule powers and in order to keep abreast of the projects and proposals emanating from the Legislature during the legislative session with respect to Town Government; and

WHEREAS, Mark L. Lieberman, Esq., of 900 Merchant's Concourse, Suite 214, Westbury, New York 11590, is duly qualified to perform said services;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney is hereby authorized and directed to execute an Agreement to retain Mark L. Lieberman, Esq., as Legislative Consultant for the Town of Hempstead for the 2016 Legislature Session for the sum of \$36,000.00 including all expenses, payable in 12 equal installments of \$3,000.00, in arrears; and, BE IT FURTHER

RESOLVED, that said sum of \$36,000.00 shall be a charge against and paid out of General Town Fund-Fees and Services Account No. 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20

Case # 23274

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY
TO ACCEPT THE PROPOSAL OF STEVEN M.
LESTER TO PROVIDE LEGAL SERVICES TO
THE TOWN BOARD.

WHEREAS, it is necessary to employ a counsel to the
Town Board to provide legal services with regard to various
matters which may come before the Board; and

WHEREAS, Steven M. Lester, residing at 1825 Brookside
Avenue, Merrick, New York is deemed to be qualified to act
as Counsel to the Town Board; and

WHEREAS, this Town Board deems it to be in the public
interest to engage Steven M. Lester for the purpose of
rendering legal services, consultation and advice to the
Town Board;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney is hereby authorized
to accept the proposal of Steven M. Lester, 1825 Brookside
Avenue, Merrick, New York, to provide legal services to the
Town Board, for the period of January 1, 2016 to
December 31, 2016, at an annual payment of \$60,000.00,
payable monthly upon submission of a claim form to the Town
Comptroller indicating services rendered, to be paid from
Town Board Councilmatic District #1 Account #010-001-1011-
4151.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 21
10 APR 26 1976

CONSULTING AGREEMENT

WHEREAS, the Democratic Council Members of The Town Board require the services of a qualified attorney to perform legal services; and

WHEREAS, **STEVEN M. LESTER**, hereinafter, "the attorney," residing at 1825 Brookside Avenue, Merrick, New York, possesses the expertise and qualifications necessary to serve as said attorney;

NOW, THEREFORE, the attorney covenants and agrees to provide the following services upon the following terms:

1. In consideration for the services hereinafter enumerated the attorney shall be paid a sum not to exceed \$60,000.00 for the period beginning January 1, 2016 to December 31, 2016, to be paid monthly upon submission of a proof of claim indicating services performed.

2. The attorney agrees to:

a. Provide legal advice concerning all matters to determinations, contract proposals, agreements and Town Board Resolutions which the above-mentioned Council members require.

3. It is specifically understood and agreed by the attorney that he is an independent contractor and as such is

CASE NO.

RESOLUTION NO.

Adopted:

Mr. _____ offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY
TO ACCEPT THE PROPOSAL OF JEFFREY L.
STADLER TO PERFORM PERSONAL SERVICES
AS A LEGAL CONSULTANT.

WHEREAS, Jeffrey L. Stadler, 168 Bridies Path, South Hampton, New York 11968, has previously entered into a consulting agreement with the Town which agreement was dated December 16, 2003 and executed by the Supervisor pursuant to authorization as set forth in Resolution No. 1256-2003 adopted December 16, 2003; and

WHEREAS, pursuant to the aforesaid agreement, Jeffrey L. Stadler has performed legal services and acted as a consultant at an hourly rate of \$150.00, not to exceed the sum of \$35,000.00, upon submission of proof of claim indicating the services performed; and

WHEREAS, the parties desire to continue this agreement under the same terms and conditions for the period January 1, 2016 to December 31, 2016; and

WHEREAS, this Town Board deems the continued retention of Jeffrey L. Stadler, as hereinbefore set forth, to be in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the proposal of Jeffrey L. Stadler to continue to perform legal services and act as a consultant at an hourly fee of \$150.00 per hour for the period January 1, 2016 to December 31, 2016, not to exceed the sum of \$35,000.00, upon submission of proof of claim indicating the services performed, be and the same hereby is accepted; and BE IT FURTHER

RESOLVED, that the Town Attorney hereby is authorized to execute the Consulting Agreement with Jeffrey L. Stadler and that the payment for such services be charged to and paid from Fees and Services Account No. 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 22
Case # 13368

CONSULTING AGREEMENT

WHEREAS, the Town requires the services of a qualified attorney to perform legal and consulting services; and

WHEREAS, Jeffrey L. Stadler, hereinafter "Consultant," 168 Bridies Path, Southampton, New York 11968, possesses the expertise and qualifications necessary to serve as an attorney and Consultant;

NOW, THEREFORE, Jeffrey L. Stadler covenants and agrees to provide the following services upon the following terms:

1. In consideration for the services hereinafter enumerated Consultant shall be paid the sum of \$150.00 per hour with a maximum payment of \$35,000.00 for the period January 1, 2016 to December 31, 2016, upon submission of a proof of claim indicating services performed.

2. Consultant agrees to render the following services:

- a. Provide legal advice concerning S.E.Q.R. determinations, contract proposal, intermunicipal agreements, Town Board Resolutions, opinions relating to the Town of Hempstead Building Zone Ordinance with regard to developments within the Town of Hempstead;

- b. Make recommendations to the Town Board with regard to development of land use and zoning issues pertaining to said development;
- c. Consultant will be available to attend meetings when needed and when his schedule allows.

3. It is specifically understood and agreed by Consultant that he is an independent contractor and as such is not entitled to any of the benefits and protections which inure to public employees. It is further understood that Consultant is responsible for payment of his own Federal, State and Social Security taxes, and same will not be deducted from payments made to Consultant.

4. Consultant shall be entitled to set his own hours and work schedule at his convenience.

Dated: Hempstead, New York
 , 20 .

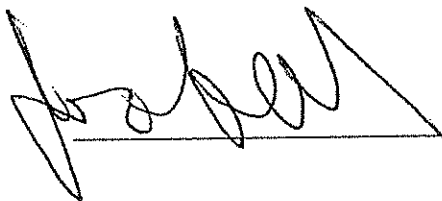
TOWN OF HEMPSTEAD

APPROVED
 By MD Date 12/1/15

By _____
 Supervisor

KEVIN R. CONROY, CPA
 TOWN COMPTROLLER

JEFFREY L. STADLER



APPROVED AS TO FORM
Charles O. Heine
 SENIOR DEPUTY TOWN ATTORNEY
 DATE 12/1/15

CASE NO.

RESOLUTION NO.

Adopted:

Mr. _____ offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY
TO ACCEPT THE PROPOSAL OF PHILIP R.
MARINO TO PROVIDE LEGAL CONSULTATION.

WHEREAS, it is necessary to retain the services of a consultant to handle certain legal matters requiring unique expertise; and

WHEREAS, Philip R. Marino, attorney at law, with offices at 53 Burtis Street, Lynbrook, New York, has the experience and is well qualified to provide the required services; and

WHEREAS, it is in the best interest of the Town to enter into a consulting agreement with Philip R. Marino; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney hereby is authorized to execute a consulting agreement with Philip R. Marino, 53 Burtis Street, Lynbrook, New York to provide necessary legal services for the period of January 1, 2016 through December 31, 2016, in an annual amount not to exceed \$60,000.00 to be paid from Town Attorney Fees and Services Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 23

Case # 19819

THIS AGREEMENT, made the day of , 2015,
by and between the TOWN OF HEMPSTEAD, a municipal corporation,
having its principal offices at Hempstead Town Hall, One
Washington Street, Hempstead, New York (hereinafter referred
to as the "TOWN"), and PHILIP R. MARINO, having his principal
office at 53 Burtis Street, Lynbrook, New York, (hereinafter
referred to as the "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the Town of Hempstead has determined that it is
necessary and desirable to retain the services of a consultant
for the Town of Hempstead Office of the Town Attorney; and

WHEREAS, Philip R. Marino, is by skill, training
and experience qualified to render such services.

NOW, THEREFORE, the parties hereto mutually agree as
follows:

1. Consultant, as an attorney with 36 years municipal
legal experience, shall provide advice on legal matters and
municipal management to the Office of the Town Attorney and
various departments within the Town.

2. Consultant shall provide such advice in areas,
including, but not limited to, government contracts,

competitive bidding, tort liability, land use and zoning, municipal real estate transactions (transfers, easements, leases), code enforcement, employment and general municipal affairs.

3. Consultant shall be available to attend meetings, in or out of town hall, when needed and when his schedule allows. The Consultant will establish, at his own discretion, his work schedule and determine the number of hours required to provide the services contemplated by this Agreement. The Consultant shall maintain a record of hours worked to be submitted to the Town Comptroller together with the required claim form or voucher for payment for services rendered.

4. In consideration of the services to be rendered by the Consultant under this agreement, the Town agrees to pay the Consultant the sum of \$75.00 per hour. The fee specified shall be paid, in an amount not to exceed \$60,000.00 per year, upon submission to the Town Comptroller of a properly executed and certified claim form, indicating the dates and number of hours worked by consultant.

It is understood and agreed that the fee set forth herein will be the only charge that shall be made by the Consultant,

and no extra or additional charges shall be made for material, communication, traveling, or items of a similar nature for the services contemplated by this agreement unless authorized by the Town Attorney.

5. Either party shall have the right to terminate this Agreement at any time and for any reason. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant for work done by him to the time of such termination.

6. The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Town, and shall not be entitled to any benefits of an active Town employee, including but not limited to Workers' Compensation coverage, active employee health insurance, unemployment insurance benefits, or retirement membership or credit. Consultant shall be responsible for payment of his own Federal, State and Social Security taxes arising out of payment received pursuant to this agreement as the same will not be deducted from payment made to Consultant.

7. The Consultant will not discriminate against any of consultant's employees because of race, creed, color, sex, marital status, or national origin. The Consultant will insure that persons employed by consultant are treated equally during employment without regard to their race, creed, color, sex, marital status or national origin. Consultant may at consultant's own expense, hire such persons as consultant deems necessary to provide the services contemplated herein. No such hire of consultant shall in any manner be considered an employee of the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Town on the day of , 2015, and the Consultant on the day of , 2015.

TOWN OF HEMPSTEAD

By _____
Joseph J. Ra, Town Attorney

Attest:

Philip R. Marino

Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

Mr. _____ offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY
TO ACCEPT THE PROPOSAL OF EUGENE K.
FERENCIK TO PROVIDE LEGAL CONSULTATION.

WHEREAS, it is necessary to retain the services of a consultant to handle certain legal matters requiring unique expertise; and

WHEREAS, Eugene K. Ferencik, attorney at law, with offices at 124 Harbor Lane, Massapequa, New York, has the experience and is well qualified to provide the required services; and

WHEREAS, it is in the best interest of the Town to enter into a consulting agreement with Eugene K. Ferencik; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney hereby is authorized to execute a consulting agreement with Eugene K. Ferencik, 124 Harbor Lane, Massapequa, New York to provide necessary legal services for the period of January 1, 2016 through December 31, 2016, in an annual amount not to exceed \$30,000.00 to be paid from Town Attorney Fees and Services Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24
No. 10 # 18343

THIS AGREEMENT, made the day of , 2016,
by and between the TOWN OF HEMPSTEAD, a municipal corporation,
having its principal offices at Hempstead Town Hall, One
Washington Street, Hempstead, New York (hereinafter referred
to as the "TOWN"), and EUGENE K. FERENCIK, having his principal
office at 124 Harbor Lane, Massapequa, New York, (hereinafter
referred to as the "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the Town of Hempstead has determined that it is
necessary and desirable to retain the services of a consultant
for the Town of Hempstead Office of the Town Attorney; and

WHEREAS, Eugene K. Ferencik, is by skill, training
and experience qualified to render such services.

NOW, THEREFORE, the parties hereto mutually agree as
follows:

1. Consultant, as an attorney with 35 years municipal
legal experience, shall provide advice on legal matters and
municipal management to the Office of the Town Attorney and
various departments within the Town.

2. Consultant shall provide such advice in areas,
including, but not limited to, government contracts,

competitive bidding, tort liability, land use and zoning, municipal real estate transactions (transfers, easements, leases), code enforcement, employment and general municipal affairs.

3. Consultant shall be available to attend meetings, in or out of town hall, when needed and when his schedule allows. The Consultant will establish, at his own discretion, his work schedule and determine the number of hours required to provide the services contemplated by this Agreement. The Consultant shall maintain a record of hours worked to be submitted to the Town Comptroller together with the required claim form or voucher for payment for services rendered.

4. In consideration of the services to be rendered by the Consultant under this agreement, the Town agrees to pay the Consultant the sum of \$60.00 per hour. The fee specified shall be paid, in an amount not to exceed \$30,000.00 per year, upon submission to the Town Comptroller of a properly executed and certified claim form, indicating the dates and number of hours worked by consultant.

It is understood and agreed that the fee set forth herein will be the only charge that shall be made by the Consultant,

and no extra or additional charges shall be made for material, communication, traveling, or items of a similar nature for the services contemplated by this agreement unless authorized by the Town Attorney.

5. Either party shall have the right to terminate this Agreement at any time and for any reason. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant for work done by him to the time of such termination.

6. The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Town, and shall not be entitled to any benefits of an active Town employee, including but not limited to Workers' Compensation coverage, active employee health insurance, unemployment insurance benefits, or retirement membership or credit. Consultant shall be responsible for payment of his own Federal, State and Social Security taxes arising out of payment received pursuant to this agreement as the same will not be deducted from payment made to Consultant.

7. The Consultant will not discriminate against any of consultant's employees because of race, creed, color, sex, marital status, or national origin. The Consultant will insure that persons employed by consultant are treated equally during employment without regard to their race, creed, color, sex, marital status or national origin. Consultant may at consultant's own expense, hire such persons as consultant deems necessary to provide the services contemplated herein. No such hire of consultant shall in any manner be considered an employee of the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Town on the day of , 2016, and the Consultant on the day of , 2016.

TOWN OF HEMPSTEAD

By _____
Joseph J. Ra, Town Attorney

Attest:

Eugene K. Ferencik

Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as

Follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY
TO EXECUTE A PERSONAL SERVICE CONTRACT
WITH THE LAW FIRM OF BEE, READY, FISHBEIN,
HATTER & DONOVAN, LLP, FOR LABOR CONSULTING
SERVICES FOR THE YEAR 2016

WHEREAS, It is necessary to employ a labor consultant to provide advice with regard to employment practices and administration of labor contracts and to conduct labor negotiations and

WHEREAS, the law firm of Bee, Ready, Fishbein, Hatter & Donovan, LLP has an extensive background and experience in all phases of labor law, and is deemed to be highly qualified to act as labor consultant to the Town; and

WHEREAS, this Town Board deems it to be in the public interest to engage the law firm of Bee, Ready, Fishbein, Hatter & Donovan, LLP, for the purpose of rendering consultation and advice in the field of labor relations and contract negotiations for the year of 2016;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney, hereby is authorized to execute a contract for labor consulting services by and between the Town of Hempstead and the law firm of Bee, Ready, Fishbein, Hatter & Donovan, LLP, 170 Old Country Road, Suite 200, Mineola, New York, 11501, for the purpose of rendering consultation and assistance in the area of labor relations for the 2016 calendar year, and BE IT FURTHER

RESOLVED, that the Town Attorney, hereby is authorized to make payments in the amount of \$2,000.00 per month under the contract from Fee and Services Account, number 101 012 9000 4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #25
D. A. Hatter 25526

THIS AGREEMENT made as of the _____ day of _____, 2016, between the TOWN OF HEMPSTEAD, a municipal corporation, having its principal place of business at Hempstead Town Hall, Town Hall Plaza, Main Street, Hempstead, New York (the "TOWN") and the law firm of BEE READY FISHBEIN HATTER & DONOVAN, LLP, with offices at 170 Old Country Road, Suite 200, Mineola, New York 11501 (the "FIRM").

WITNESSETH:

WHEREAS, the TOWN deems it to be in the best interest to employ a law firm with public sector labor and employment law experience, to advise and represent the TOWN with regard to the administration of labor contracts and to conduct labor negotiations; and

WHEREAS, the FIRM has had extensive background and experience in all phases of public sector labor and employment law and is deemed highly qualified to perform such services for the Town of Hempstead;

NOW, THEREFORE,

The parties do mutually agree as follows:

1. TOWN agrees to retain the law firm of BEE READY FISHBEIN HATTER & DONOVAN, LLP, as its Special Labor Counsel effective January 1, 2016.
2. The services to be performed include advice on collective bargaining agreements between the TOWN and the Civil Service Employees Association ("CSEA"), related departmental work rules, the conduct of negotiations with the CSEA, preparation of Memoranda of Agreement and preparation and review of final collective bargaining agreement language with CSEA.
3. All such services will be performed at the rate of \$225.00 per hour to a maximum of \$24,000.00 per year.

usual claim forms. Time records reflecting the hours spent by attorneys and the substantive tasks performed will be maintained.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this agreement the date and year first above written.

TOWN OF HEMPSTEAD

By: _____

Supervisor

**BEE READY FISHBEIN
HATTER & DONOVAN, LLP**

By:  _____

Peter A. Bee, Esq.
Partner

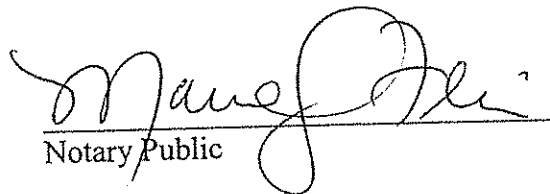
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be _____ of the Town of Hempstead, Nassau County, New York, who being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of the Town of Hempstead, Nassau County, New York, the corporation described in and which executed the above agreement and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of Hempstead, Nassau County, New York; and that by like order he thereunto signed his name and official designation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 10th day of November, 2015, before me personally came PETER A. BEE, to me known, who being by me duly sworn, did depose and say that he maintains offices at 170 Old Country Road, Mineola, New York, 11501, that he is a Partner in the firm of Bee Ready Fishbein Hatter & Donovan, LLP, and known to me to be the person described in and who executed the foregoing instrument.



Notary Public

MARIA G. FERRI
Notary Public, State of New York
No. 01FE4908627
Qualified in Nassau County
Commission Expires December 12, 2017

CASE NO.

7

Resolution- Amending Resolution No. 73-2016 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead

Item #26
Amendment

CASE NO. 29429

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND CHAPTER 202 OF
THE CODE OF THE TOWN OF HEMPSTEAD TO
INCLUDE AND REPEAL "REGULATIONS AND
RESTRICTIONS" TO LIMIT PARKING AT VARIOUS
LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS AND RESTRICTIONS" to limit parking; and

WHEREAS, has introduced a proposed local law known as Intro. No. 10-2016, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 23, 2016, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 10-2016, Print No. 1; to amend Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

ITEM # 27

CASE # 29429

Town of Hempstead

A local law to amend Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Chapter last amended by local law number ninety-one of two thousand fifteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

ELMONT Section 202-19 A THERTON AVENUE (TH 12/16) North Side -- NO STOPPING 8 AM -- 6 PM MONDAY thru SATURDAY -- starting at a point 81 feet east to the east curblines of School Rd., east for a distance of 40 feet.

WEST HEMPSTEAD Section 202-20 BUCKINGHAM ROAD (TH 574/15) East Side -- ONE HOUR PARKING 9 AM -- 9 PM EXCEPT SUNDAYS -- starting at a point 34 feet north of the north curblines of Hempstead Turnpike, north for a distance of 131 feet.

BUCKINGHAM ROAD (TH 574/15) West Side -- ONE HOUR PARKING 9 AM -- 9 PM EXCEPT SUNDAYS -- starting at a point 35 feet north of the north curblines of Hempstead Turnpike, north for a distance of 60 feet.

Section 2. Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Chapter last amended by local law number ninety-one of two thousand fifteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

ELMONT Section 202-19 A THERTON AVENUE (TH 1/95) North Side -- NO STOPPING 8 A.M. -- 6 P.M. MONDAY through SATURDAY -- starting at the east curblines of School Rd., east for a distance of 72 feet. (Adopted 7/22/97)

WEST HEMPSTEAD Section 202-20 BUCKINGHAM ROAD - East Side -- ONE HOUR PARKING 9 AM -- 9 PM EXCEPT SUNDAYS -- starting at a point 34 feet north of the north curblines of Hempstead Turnpike, north for a distance of 80 feet. (Adopted 10/4/55)

BUCKINGHAM ROAD - West Side -- ONE HOUR PARKING 9 AM -- 9 PM EXCEPT SUNDAYS -- starting at a point 42 feet north of the north curb of Hempstead Turnpike, north for a distance of 50 feet. (Adopted 10/4/55)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 29430

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITIONS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITIONS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 1-2016, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 23, 2016, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 11-2016, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

ITEM #

28

CASE # 29430

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 23rd day of February, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN

MERRICK ROAD (TH 599/15) South Side – NO STOPPING ANYTIME – starting at a point 95 feet, east of a point opposite the east curbline of Pershing Blvd., east for a distance of 162 feet.

BELLMORE

PROSPECT PLACE (TH 19/16) West Side – NO STOPPING ANYTIME – starting at a point 93 feet north of the north curbline of Merrick Road, north for a distance of 60 feet.

ELMONT

ATHERTON AVENUE (TH 12/16) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of School Rd., east for a distance of 81 feet.

ATHERTON AVENUE (TH 12/16) North Side – NO PARKING ANYTIME – starting at a point 121 feet east of the east curbline of School Rd., east for a distance of 54 feet.

(NR) LAWRENCE

RASON ROAD (TH 635/15) South Side – NO PARKING ANYTIME – starting at a point 353 feet west of a point opposite the west curbline of Johnson Rd., then west for a distance of 118 feet.

MERRICK

BABYLON TURNPIKE (TH 16/16) East Side – NO STOPPING ANYTIME – starting at the apex of Babylon Turnpike/Beverly Road, north for a distance of 188 feet.

WEST HEMPSTEAD

BUCKINGHAM ROAD (TH 574/15) East Side – NO STOPPING ANYTIME – starting at a point 165 feet north of the north curbline of Hempstead Turnpike, north for a distance of 45 feet.

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING HERE TO CORNER – from the north curbline of Hempstead Turnpike, north for a distance of 35 feet.

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING ANYTIME – starting at a point 130 feet north of the north curbline of Hempstead Turnpike, north for a distance of 81 feet.

WOODMERE

ISLAND AVENUE (TH 18/16) East Side – NO STOPPING HERE TO CORNER – from the north curbline of Peninsula Blvd., north for a distance of 30 feet.

ISLAND AVENUE (TH 18/16) West Side – NO STOPPING
HERE TO CORNER – from the north curblineline of Peninsula
Blvd., north for a distance of 30 feet.

PENINSULA BOULEVARD (TH 18/16) North Side – NO
STOPPING HERE TO CORNER – from the east curblineline of
Island Ave., east for a distance of 50 feet.

PENINSULA BOULEVARD (TH 18/16) North Side – NO
STOPPING HERE TO CORNER – from the west curblineline of
Island Ave., west for a distance of 30 feet.

ALSO, to REPEAL from Section 202-1 "PARKING OR STANDING PROHIBITIONS"

at the following locations:

BALDWIN

MERRICK ROAD (TH 298/13) South Side – NO
STOPPING ANYTIME – starting at a point 95 feet, east of a
point opposite the east curblineline of Pershing Boulevard., east
for a distance of 65 feet. (Adopted 11/26/13)

ELMONT

ATHERTON AVENUE (TH 494/97) North Side – NO
PARKING ANYTIME – starting at a point 132 feet east of
the east curblineline of School Rd., east for a distance of 44 feet
(Adopted 1/27/98)

WEST HEMPSTEAD

BUCKINGHAM ROAD - East Side – NO PARKING OR
STANDING – starting at a point 114 feet north of the north
curb of Hempstead Turnpike, north to the end of the street or
Church Property. (Adopted 10/4/55)

BUCKINGHAM ROAD - West Side – NO PARKING OR
STANDING – starting at a point 92 feet north of the north
curb of Hempstead Turnpike, north to the end of the street or
Church Property. (Adopted 10/4/55)

BUCKINGHAM ROAD - (TH 63/66) West Side – NO
STOPPING HERE TO CORNER – from the north curblineline
of Hempstead Turnpike, north for a distance of 25 feet.
(Adopted 3/22/66)

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead,
Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be
inspected during office hours.

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

Dated: February 9, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number ninety-two of two thousand fifteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN MERRICK ROAD (TH 599/15) South Side – NO STOPPING ANYTIME – starting at a point 95 feet, east of a point opposite the east curbline of Pershing Blvd., east for a distance of 162 feet.

BELLMORE PROSPECT PLACE (TH 19/16) West Side – NO STOPPING ANYTIME – starting at a point 93 feet north of the north curbline of Merrick Road, north for a distance of 60 feet.

ELMONT ATHERTON AVENUE (TH 12/16) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of School Rd., east for a distance of 81 feet.

ATHERTON AVENUE (TH 12/16) North Side – NO PARKING ANYTIME – starting at a point 121 feet east of the east curbline of School Rd., east for a distance of 54 feet.

(NR) LAWRENCE RASON ROAD (TH 635/15) South Side – NO PARKING ANYTIME – starting at a point 353 feet west of a point opposite the west curbline of Johnson Rd., then west for a distance of 118 feet.

MERRICK BABYLON TURNPIKE (TH 16/16) East Side – NO STOPPING ANYTIME – starting at the apex of Babylon Turnpike/Beverly Road, north for a distance of 188 feet.

WEST HEMPSTEAD BUCKINGHAM ROAD (TH 574/15) East Side – NO STOPPING ANYTIME – starting at a point 165 feet north of the north curbline of Hempstead Turnpike, north for a distance of 45 feet.

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING HERE TO CORNER – from the north curbline of Hempstead Turnpike, north for a distance of 35 feet.

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING ANYTIME – starting at a point 130 feet north of the north curbline of Hempstead Turnpike, north for a distance of 81 feet.

WOODMERE ISLAND AVENUE (TH 18/16) East Side – NO STOPPING HERE TO CORNER – from the north curbline of Peninsula Blvd., north for a distance of 30 feet.

ISLAND AVENUE (TH 18/16) West Side – NO STOPPING HERE TO CORNER – from the north curbline of Peninsula Blvd., north for a distance of 30 feet.

PENINSULA BOULEVARD (TH 18/16) North Side – NO STOPPING HERE TO CORNER – from the east curbline of Island Ave., east for a distance of 50 feet.

PENINSULA BOULEVARD (TH 18/16) North Side – NO STOPPING HERE TO CORNER – from the west curbline of Island Ave., west for a distance of 30 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number ninety-two of two thousand fifteen is hereby amended by repealing therein “PARKING OR STANDING PROHIBITIONS” at the following locations:

BALDWIN MERRICK ROAD (TH 298/13) South Side – NO STOPPING ANYTIME – starting at a point 95 feet, east of a point opposite the east curbline of Pershing Boulevard., east for a distance of 65 feet. (Adopted 11/26/13)

ELMONT ATHERTON AVENUE (TH 494/97) North Side – NO PARKING ANYTIME – starting at a point 132 feet east of the east curbline of School Rd., east for a distance of 44 feet (Adopted 1/27/98)

WEST HEMPSTEAD BUCKINGHAM ROAD - East Side – NO PARKING OR STANDING – starting at a point 114 feet north of the north curb of Hempstead Turnpike, north to the end of the street or Church Property. (Adopted 10/4/55)

BUCKINGHAM ROAD - West Side – NO PARKING OR STANDING – starting at a point 92 feet north of the north curb of Hempstead Turnpike, north to the end of the street or Church Property. (Adopted 10/4/55)

BUCKINGHAM ROAD - (TH 63/66) West Side – NO STOPPING HERE TO CORNER – from the north curbline of Hempstead Turnpike, north for a distance of 25 feet. (Adopted 3/22/66)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 29431

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION 197-5
OF THE CODE OF THE TOWN OF HEMPSTEAD TO
INCLUDE "ARTERIAL STOPS" AT VARIOUS
LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-5 of the Code of the Town of Hempstead entitled "ARTERIAL STOPS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. -2016, Print No. 1 to amend the said Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 23, 2016, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 12-2016, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

ITEM # 29

CASE # 29431

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 23rd day of February, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following location:

ELMONT

DOHERTY AVENUE (TH 13/16) STOP – traffic approaching eastbound on Kiefer Ave. shall come to a full stop.

DOHERTY AVENUE (TH 13/16) STOP – traffic approaching westbound on Kiefer Ave. shall come to a full stop.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

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

Dated: February 9, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "ARTERIAL STOPS" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section one hundred ninety-seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number ninety-three of two thousand fifteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

ELMONT

DOHERTY AVENUE (TH 13/16) STOP – traffic approaching eastbound on Kiefer Ave. shall come to a full stop.

DOHERTY AVENUE (TH 13/16) STOP – traffic approaching westbound on Kiefer Ave. shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION DETERMINING PARCELS BENEFITED BY CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS IN; BALDWIN, EAST MEADOW, ELMONT, FRANKLIN SQUARE, GARDEN CITY, ISLAND PARK, LIDO BEACH, MERRICK, UNIONDALE, WANTAGH, WEST HEMPSTEAD IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY, ADOPTING PROPOSED ASSESSMENT ROLL FOR THE COST THEREOF AND CALLING A PUBLIC HEARING THEREON.

WHEREAS, pursuant to the following Resolutions adopted by the Town Board:

<u>TOWN BOARD RESOLUTIONS</u>	<u>DATE</u>
1139	10/3/2012
1316	11/12/2013
306	3/11/2014
914	6/24/2014
1537	11/12/2014
630	5/19/2015

NOTICE WAS GIVEN TO ABUTTING PROPERTY OWNERS DIRECTING THEM TO CONSTRUCT OR RECONSTRUCT SIDEWALKS ON :

2ND PL S, ALLEN PL, AMERICAN AVE, AMETHYST ST, ARLINGTON AVE, BENMORE AVE, BLACKHEATH RD, BRIXTON RD S, BROADWAY, BROOK PARK DR, BUXTON AVE, CARL AVE, CATHY CT, CENTRAL PKWY, CLARENDON RD, CLEMENT AVE, CONCORD AVE, COURT ST, CRESTWOOD PL, CUNNINGHAM AVE, DREW AVE, DURYEA AVE, EDGEMERE AVE, ELM ST, ESTHER ST, FALLON AVE, FENIMORE AVE, FOREST LAKE BLVD, FRAME ST, FRANKLIN ST, GARDEN BLVD, GARNET PL, GEORGE AVE, GLENN LN, GOTHAM AVE, GRAND AVE, GRANT AVE, GREENGROVE AVE, GREENWAY RD, HAWTHORNE AVE, HEMPSTEAD BLVD, HEMPSTEAD TPKE, HENRY ST, HEWLETT AVE, HOFFMAN AVE, HOLLAND WAY, HOPATCONG AVE, ISLAND PKWY W, JACKSON AVE, JACOB ST, JAFFA AVE, KILBURN RD S, KING CT, KIRBY RD, LAKEVILLE LN, LANDAU AVE, LANGLEY AVE, LAWRY LN, LEXINGTON AVE, MADISON ST, MERILLON ST, NAPLE AVE, NEWBURGH ST, NORTH DR, ORLANDO AVE, PALMETTO DR, PAUL PL, PLYMOUTH ST, RANGE DR, ROOSEVELT BLVD, ROOSEVELT ST, ROSEBUD AVE, ROSSER AVE, SILVER ST, SMITH ST, SUNSHINE AVE, TRAFALGAR BLVD, TRAFALGER BLVD, TULIP AVE, VALCOUR AVE, VERBENA AVE, WALDORF AVE, WARREN BLVD, WASHINGTON ST, WILSON ST, WINTHROP DR

WHEREAS, the owner(s) who were so notified had failed to construct or reconstruct sidewalks as required by such Notice and the Town Board has caused said sidewalks to be constructed or reconstructed; and

WHEREAS, such construction or reconstruction was completed by the Town at the Total cost of \$88,224.42 and which sum includes appropriate administrative fees, which amount has been paid by the Town of Hempstead, pursuant to resolution adopted by the Town Board, subject to assessment against the property benefited thereby pursuant to Chapter 181 (Part 1) Code of the Town of Hempstead, NOW THEREFORE, BE IT

RESOLVED, that the actual and completed cost of the construction and reconstruction of sidewalks on the property hereinabove be assessed against the parcels benefited thereby pursuant to Chapter 181 (Part 1) Code of the Town of Hempstead, is hereby determined to be \$88,224.42 and, BE IT FURTHER

RESOLVED, that the parcel(s) listed in the assessment roll be attached hereto and made a part hereof under the heading "PARCELS BENEFITED" are the lots and parcels especially benefited by the said improvements as they appear on the Nassau County Land and Tax Map; and BE IT FURTHER

Item # 30

Case # 7179

PUBLIC NOTICE

NOTICE OF COMPLETION OF ASSESSMENT ROLL FOR THE CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS ON:

2ND PL S, ALLEN PL, AMERICAN AVE, AMETHYST ST, ARLINGTON AVE, BENMORE AVE, BLACKHEATH RD, BRIXTON RD S, BROADWAY, BROOK PARK DR, BUXTON AVE, CARL AVE, CATHY CT, CENTRAL PKWY, CLARENDON RD, CLEMENT AVE, CONCORD AVE, COURT ST, CRESTWOOD PL, CUNNINGHAM AVE, DREW AVE, DURYEA AVE, EDGEMERE AVE, ELM ST, ESTHER ST, FALLON AVE, FENIMORE AVE, FOREST LAKE BLVD, FRAME ST, FRANKLIN ST, GARDEN BLVD, GARNET PL, GEORGE AVE, GLENN LN, GOTHAM AVE, GRAND AVE, GRANT AVE, GREENGROVE AVE, GREENWAY RD, HAWTHORNE AVE, HEMPSTEAD BLVD, HEMPSTEAD TPKE, HENRY ST, HEWLETT AVE, HOFFMAN AVE, HOLLAND WAY, HOPATCONG AVE, ISLAND PKWY W, JACKSON AVE, JACOB ST, JAFFA AVE, KILBURN RD S, KING CT, KIRBY RD, LAKEVILLE LN, LANDAU AVE, LANGLEY AVE, LAWRY LN, LEXINGTON AVE, MADISON ST, MERILLON ST, NAPLE AVE, NEWBURGH ST, NORTH DR, ORLANDO AVE, PALMETTO DR, PAUL PL, PLYMOUTH ST, RANGE DR, ROOSEVELT BLVD, ROOSEVELT ST, ROSEBUD AVE, ROSSER AVE, SILVER ST, SMITH ST, SUNSHINE AVE, TRAFALGAR BLVD, TRAFALGER BLVD, TULIP AVE, VALCOUR AVE, VERBENA AVE, WALDORF AVE, WARREN BLVD, WASHINGTON ST, WILSON ST, WINTHROP DR

In the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and of meeting to hear and consider objections thereto.

RESOLVED, that the assessment roll attached hereto is hereby made a part hereof and shall constitute the completed assessment roll for such improvements under Chapter 181 (Part 1), Code of the Town of Hempstead and that the figures under the heading of "ASSESSMENT" on the same line with the said lot designations, is the amount assessed against said lots or parcels and that under the headline "PAID", and the Receiver of Taxes shall indicate the parcels of land for which assessments shall not have been paid before the return thereof to the Supervisor and that such assessment roll be forthwith filed with the Town Clerk; and, BE IT FURTHER

RESOLVED, that the assessment hereunder may be paid in one installment without penalty or interest, or at the option of the payer, in five (5) annual installments with interest thereon, if the benefit is in excess of \$100.00; and, BE IT FURTHER

RESOLVED, that the Town Board meet at the Town Board Room (Pavilion) of the Town Hall on Tuesday, at _____ in the forenoon of that day to hear and consider any objections which may be made to said assessment roll; and, BE IT FURTHER

RESOLVED, that the Town Clerk publish at least once not less than ten (10) or more than twenty (20) days before the time above specified, for said meeting in Newsday, a newspaper published within the Town of Hempstead, a notice that said Assessment roll has been completed and that at the time and place above specified the Town Board will meet and hear to consider any objections which may be made thereto.

The foregoing resolution was seconded by Councilmember
And adopted upon roll call as follows:

AYES:

NOES:

PLEASE TAKE NOTICE THAT PURSUANT TO CHAPTER 181 (Part 1) CODE OF THE TOWN OF HEMPSTEAD, the Town Board of the Town of Hempstead has prepared and filed with the Town Clerk of said Town, the completed assessment roll for the construction or reconstruction of sidewalks on:

2ND PL S, ALLEN PL, AMERICAN AVE, AMETHYST ST, ARLINGTON AVE, BENMORE AVE, BLACKHEATH RD, BRIXTON RD S, BROADWAY, BROOK PARK DR, BUXTON AVE, CARL AVE, CATHY CT, CENTRAL PKWY, CLARENDON RD, CLEMENT AVE, CONCORD AVE, COURT ST, CRESTWOOD PL, CUNNINGHAM AVE, DREW AVE, DURYEA AVE, EDGEMERE AVE, ELM ST, ESTHER ST, FALLON AVE, FENIMORE AVE, FOREST LAKE BLVD, FRAME ST, FRANKLIN ST, GARDEN BLVD, GARNET PL, GEORGE AVE, GLENN LN, GOTHAM AVE, GRAND AVE, GRANT AVE, GREENGROVE AVE, GREENWAY RD, HAWTHORNE AVE, HEMPSTEAD BLVD, HEMPSTEAD TPKE, HENRY ST, HEWLETT AVE, HOFFMAN AVE, HOLLAND WAY, HOPATCONG AVE, ISLAND PKWY W, JACKSON AVE, JACOB ST, JAFFA AVE, KILBURN RD S, KING CT, KIRBY RD, LAKEVILLE LN, LANDAU AVE, LANGLEY AVE, LAWRY LN, LEXINGTON AVE, MADISON ST, MERILLON ST, NAPLE AVE, NEWBURGH ST, NORTH DR, ORLANDO AVE, PALMETTO DR, PAUL PL, PLYMOUTH ST, RANGE DR, ROOSEVELT BLVD, ROOSEVELT ST, ROSEBUD AVE, ROSSER AVE, SILVER ST, SMITH ST, SUNSHINE AVE, TRAFALGAR BLVD, TRAFALGER BLVD, TULIP AVE, VALCOUR AVE, VERBENA AVE, WALDORF AVE, WARREN BLVD, WASHINGTON ST, WILSON ST, WINTHROP DR

OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and

PLEASE TAKE FURTHER NOTICE that on the 23rd day of February, 2016,
The Town Board will meet at the Board Room of the Town Hall Pavilion, Hempstead, New York at
10:30 AM o'clock to hear and consider any objections which may be made to said assessment roll.

DATE: February 9, 2016

Hempstead, New York

Anthony J. Santino
Supervisor
Town of Hempstead

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON
APPLICATION OF LEON PETROLEUM FOR A VARIANCE FROM
PROVISIONS OF "GSS" ORDINANCE AT EAST MEADOW, NEW
YORK

ADOPTED:

offered the following resolution and moved its
adoption:

RESOLVED, that a public hearing be held at
o'clock in the forenoon of that day, in the Town Meeting
Pavilion, Hempstead Town Hall, 1 Washington Street,
Hempstead, New York, to consider the application of LEON
PETROLEUM, LLC for a variance from provisions of "GSS"
Ordinance to permit the alteration & extension of the
existing building for use as a convenience store the
addition will contain 517.4' resulting in a total new
building area of 1,345.7' it will occupy 7.44% of the lot
(set back variances required) & maintain the existing self-
services & fuel dispenser & the existing canopy on the
premises located on the n/si Hempstead Tpke., 348' e/Bly Rd.
East Meadow, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is
directed to publish notice thereof once at least ten (10)
days prior to date of hearing in Newsday.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 31
Case # 13382

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 23, 2016 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of LEON PETROLEUM, LLC, for variance from provisions of "GSS" Ordinance to permit the alteration & extension of the existing building for use as a convenience store the addition will contain 517.4' resulting in a total new building area of 1,345.7' it will occupy 7.44% of the lot (set back variances required) & maintain the existing self-services & fuel dispenser & the existing canopy on the premises located on the following described premises at East Meadow, New York:

A rectangular shaped parcel located on the n/si of Hempstead Tpke approx. 348' e/ Bly Rd. w/frontage of 200' & depth on each side of 125' & rear lot line of 200' situated in East Meadow, New York, County of Nassau, State of New York.

Maps pertaining to said proposal is on file with the application above mentioned in the Office of the undersigned and may be viewed during office hours.

All persons interested in the subject matter will be given an opportunity to be heard at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, NEW YORK.

Anthony J. Santino
Supervisor

NASRIN G. AHMAD
Town Clerk

Dated: February 9, 2016
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF GEORGE BAKICH
AS COMMISSIONER, DEPARTMENT OF
PLANNING AND ECONOMIC
DEVELOPMENT.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that George Bakich be and hereby is re-appointed
Commissioner, Department of Planning and Economic Development, Unclassified, Ungraded, at an
annual salary of \$181,144, by the Supervisor of the Town of Hempstead, and ratified by the Town
Board of the Town of Hempstead, for a term of two years retroactive to January 1, 2016 through
December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANNIE CAPUTO AS
HEALTH INSURANCE ADMINISTRATOR, IN
THE DEPARTMENT OF HUMAN RESOURCES,
FROM THE CIVIL SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Annie Caputo has passed the examination for the position of Health Insurance Administrator, Civil Service List No. 75-962, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Annie Caputo, now serving as Clerk IV, in the Department of Human Resources, be and hereby is appointed Health Insurance Administrator, Competitive, Permanent, Ungraded, \$100,387, from the civil service list, by the Director of Human Resources and ratified by the Town Board of the Town of Hempstead effective February 10, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF KEVIN CONROY
AS TOWN COMPTROLLER, IN THE
OFFICE OF THE TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Kevin Conroy be and hereby is re-appointed
Town Comptroller, Unclassified, Ungraded, at an annual salary of \$160,901, by the Supervisor of
the Town of Hempstead, and ratified by the Town Board of the Town of Hempstead, for a term of
two years retroactive to January 1, 2016 through December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF HEATHER CROSLEY
AS DEPUTY TOWN ATTORNEY, IN THE
OFFICE OF THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Heather Crosley be and hereby is appointed as Deputy
Town Attorney, in the Office of the Town Attorney, Exempt, Ungraded, at an annual salary of
\$65,000, by the Town Attorney and ratified by the Town Board of the Town of Hempstead, subject
to satisfactory completion of pre-employment criteria, effective February 9, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF THOMAS
DEMARIA AS COMMISSIONER,
DEPARTMENT OF PUBLIC SAFETY.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Thomas DeMaria be and hereby is re-appointed
Commissioner, Department of Public Safety, Unclassified, Ungraded, at an annual salary of
\$145,379, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the
Town of Hempstead, for a term of two years retroactive to January 1, 2016 through
December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR RITA FISHER,
DEPUTY COMMISSIONER, DEPARTMENT OF
BUILDINGS, IN THE DEPARTMENT OF
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Rita Fisher, Deputy Commissioner,
Department of Buildings, in the Department of Buildings, be and hereby is increased to \$145,038,
Ungraded, by the Commissioner of the Department of Buildings and ratified by the Town Board of the
Town of Hempstead effective February 10, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MARTHA HOIST,
COMMUNITY RESEARCH ASSISTANT, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Martha Hoist, Community Research Assistant, in the Department of Buildings, be and hereby is increased to \$64,275, Ungraded, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective January 13, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF ANA MARIA
HURTADO AS COMMISSIONER,
DEPARTMENT OF OCCUPATIONAL
RESOURCES.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Ana Maria Hurtado be and hereby is re-appointed
Commissioner, Department of Occupational Resources, Unclassified, Ungraded, at an annual salary
of \$148,328, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the
Town of Hempstead, for a term of two years retroactive to January 1, 2016 through
December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GERALD MARINO AS
COMMISSIONER, DEPARTMENT OF
GENERAL SERVICES.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Gerald Marino has resigned his position as Member, Board
of Zoning Appeals, NOW BE IT

RESOLVED, that Gerald Marino be and hereby is appointed as
Commissioner, Department of General Services, Unclassified, Ungraded, at an annual salary of
\$125,000, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the Town of
Hempstead effective February 9, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THOMAS MCGRATH
JR, AS LEGISLATIVE AIDE, IN THE
OFFICE OF THE TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Thomas McGrath Jr., be and hereby is appointed
Legislative Aide, in the Office of the Town Board, Councilmanic District No. 3, Unclassified,
Ungraded, at an annual salary of \$35,000, by the Supervisor of the Town of Hempstead, and ratified
by the Town Board of the Town of Hempstead effective January 26, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CRAIG MOLLO AS
DEPUTY COMMISSIONER, DEPARTMENT
OF HIGHWAY.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Craig Mollo has resigned his position as Deputy
Commissioner, Department of Senior Enrichment, NOW, BE IT

RESOLVED, that Craig Mollo be and hereby is appointed
Deputy Commissioner, Department of Highway, Exempt, Ungraded, at an annual salary of
\$111,796, by the Commissioner of the Department of Highway, and ratified by the Town Board of
the Town of Hempstead effective January 19, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary
for twenty-six weeks and should candidate prove unsatisfactory during this period, said
appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REINSTATEMENT OF WILLIAM MULLER
AS DEPUTY TOWN ATTORNEY, IN THE OFFICE
OF THE TOWN ATTORNEY.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that William Muller be and hereby is reinstated as
Deputy Town Attorney, Exempt, Ungraded, at an annual salary of \$160,000, in the Office of the Town
Attorney, by the Town Attorney and ratified by the Town Board of the Town of Hempstead effective
February 9, 2016, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF JOHN REINHARDT
III AS COMMISSIONER, DEPARTMENT OF
WATER.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that John Reinhardt III be and hereby is re-appointed
Commissioner, Department of Water, Unclassified, Ungraded, at an annual salary of
\$145,379, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the
Town of Hempstead, for a term of two years retroactive to January 1, 2016 through
December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF WILLIAM
ROCKENSIES AS COMMISSIONER,
DEPARTMENT OF ENGINEERING.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that William Rockensies be and hereby is re-appointed
Commissioner, Department of Engineering, Unclassified, Ungraded, at an annual salary of
\$153,612, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the
Town of Hempstead, for a term of two years retroactive to January 1, 2016 through
December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF JOHN ROTTKAMP
AS COMMISSIONER, DEPARTMENT OF
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Rottkamp be and hereby is re-appointed
Commissioner, Department of Buildings, Unclassified, Ungraded, at an annual salary of
\$145,379, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the
Town of Hempstead, for a term of two years retroactive to January 1, 2016 through
December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR WILLIAM
SAMMON, JR., DIRECTOR, DEPARTMENT OF
HUMAN RESOURCES.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for William Sammon Jr., Director,
Department of Human Resources, be and hereby is increased to \$171,052, Ungraded, by the Supervisor
of the Town of Hempstead and ratified by the Town Board of the Town of Hempstead effective
January 1, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF JOHANNA
SCARLATA AS COMMISSIONER,
DEPARTMENT OF SENIOR ENRICHMENT.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Johanna Scarlata be and hereby is re-appointed
Commissioner, Department of Senior Enrichment, Unclassified, Ungraded, at an annual salary of
\$167,492, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the
Town of Hempstead, for a term of two years retroactive to January 1, 2016 through
December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF THOMAS
TOSCANO AS COMMISSIONER,
DEPARTMENT OF HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Thomas Toscano be and hereby is re-appointed
Commissioner, Department of Highway, Unclassified, Ungraded, at an annual salary of
\$145,379, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the
Town of Hempstead, for a term of two years retroactive to January 1, 2016 through
December 31, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL ZAPPOLO AS
COMMISSIONER, DEPARTMENT OF PARKS
AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Michael Zappolo has resigned his position as Deputy
Commissioner, Department of Parks and Recreation, NOW BE IT

RESOLVED, that Michael Zappolo be and hereby is appointed as
Commissioner, Department of Parks and Recreation, Unclassified, Ungraded, at an annual salary of
\$144,237, by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the Town of
Hempstead for a term of two years, retroactive to January 1, 2016 through December 31, 2017.

AYES:

NOES: