

Town Board

Town of Hempstead

Petition

In the Matter of Application

Of

John E. Rottkamp, Commissioner of Buildings
Of the Town of Hempstead

Against

Melissa Bernstein
25 Montauk Ave.
Merrick New York 11566

The petition of John E. Rottkamp, Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 62, Block 190 and lot number (s) 54 on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on March 8, 2016.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith DEMOLISH AND REMOVE THE TWO STORY PARTLY CONSTRUCTED WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: AFOREMENTIONED PROPERTY LOCATED ON EAST SIDE OF MONTAUK AVENUE 490 FEET SOUTH OF MERRICK ROAD SEC 62, BLOCK 190, AND LOT (S) 54, A/K/A 25 MONTAUK AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK. IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.

Case #6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO STORY PARTLY CONSTRUCTED WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISE: SAID LOCATED ON THE EAST SIDE OF MONTAUK AVENUE 490 FEET SOUTH OF MERRICK ROAD, SECTION 62, BLOCK 190, LOT (S) 54, A/K/A 25 MONTAUK AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," all parties in interest were advised of the existing condition of the structures located on the said captioned premises and;

WHEREAS, all of the said parties have had an opportunity to be heard before this Town Board; and

WHEREAS, the Town Board deems it to be in the public interest to complete the above captioned project;

NOW, THEREFORE, BE IT

RESOLVED, that the two story partly constructed wood frame one family dwelling with detached garage located on the East side of Montauk Avenue, 490 feet South of Merrick Road Section 62, Block 190 and Lot (s) 54 A/K/A 25 Montauk Avenue, Merrick New York, Town of Hempstead, New York is hereby deemed to be unsafe; and

RESOLVED, that the Commissioner of the Department of Buildings of the Town of Hempstead be and he hereby is authorized and directed to initiate the above captioned project located on said premise.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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 8th day of March, 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 location:

LIDO BEACH
Section 202-2

LAGOON DRIVE EAST (TH 5/16) North Side – NO PARKING
9 AM – 4 PM MAY 23 – SEPT 8 – starting at a point opposite the
southeast curblineline of School Lane west for a distance of 94 feet.

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 23, 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 No. 29436

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 8th day of March, 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:

(NR) GARDEN CITY

SOUTH STREET (TH 27/16) East Side – NO STOPPING ANYTIME – starting at a point 164 feet north of the north curbline of Stewart Avenue, north for a distance of 284 feet.

MERRICK

RICHARD AVENUE (TH 22/16) East Side – NO STOPPING ANYTIME – starting at a point 68 feet north of the north curbline of Camp Avenue, north for a distance of 17 feet.

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 23, 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 No. 29437

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 8th day of March, 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 locations:

OCEANSIDE

GREENTREE DRIVE (TH 627/15) STOP – all traffic approaching eastbound on Jane Lane shall come to a full stop.

WOODMERE

SINGLETON AVENUE (TH 15/16) STOP – all traffic approaching northbound on Carman 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 23, 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 No. 29438

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 8th day of March, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following locations:

MERRICK

ROSE STREET (TH 476/07) East Side – NO PARKING
8 A.M. TO 2 P.M. SCHOOL DAYS – starting at the south
curbline of Webster Avenue, south for a distance of 108 feet.
(Adopted 11/27/07)

SEAFORD

WAVERLY AVENUE (TH 108/84) South Side – NO
STOPPING 8 A.M. to 4 P.M. SCHOOL DAYS – starting at the
east curbline of Seaford Avenue, east for a distance of 285 feet.
(Adopted 6/26/84)

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 23, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad
Town Clerk

Case No. 29439

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 8th day of March, 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:

ELMONT

PELHAM STREET - north side, starting at a point 93 feet west of the west curblineline of Roquette Avenue, west for a distance of 20 feet.
(TH-011/16)

WANTAGH

MERMAID AVENUE - west side, starting at a point 421 feet south of the south curblineline of Broad Street, south for a distance of 15 feet.
(TH-008/16)

SYCAMORE AVENUE - east side, starting at a point 251 feet south of the south curblineline of Broad Street, south for a distance of 20 feet.
(TH-010/16)

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

MERRICK

BEACH DRIVE - west side, starting at a point 60 feet south of the south curblineline of Bernard Street, south for a distance of 20 feet.
(TH-72/09 - 4/21/09) (TH-17/16)

Case No. 21527

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

Dated: Hempstead, New York
February 23, 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

A public hearing, pursuant to Article 2 of the Eminent Domain Procedure Law has been scheduled by the Town of Hempstead Town Board to determine whether the vacant building and land located at 38 Whitehouse Avenue, Roosevelt, N.Y. should be acquired by condemnation pursuant to the Eminent Domain Procedure Law and the Urban Renewal Plan for the Roosevelt Housing Improvement Area.

Time of Hearing: March 8, 2016 at 10:30 a.m.

Location of Hearing: Town of Hempstead Town Hall Pavilion
One Washington Street
Hempstead, N.Y.

Public Purpose: The acquisition of the subject parcel of land to be redeveloped for residential use pursuant to the terms of the Urban Renewal Plan for the Roosevelt Housing Improvement Area.

Location of Property: Vacant building and land located at 38 Whitehouse Avenue, Roosevelt, N.Y., also known as Section 55, Block K, Lots 13-14 on the land and tax maps of Nassau County.

Purported Owner: Ronald Alexander
516 Wadliegh Avenue,
West Hempstead, New York 11552

Copies of the proposed acquisition map are available for inspection between the hours of 9:00 a.m. and 4:45 p.m. at the office of the Town Clerk Town Hall Plaza, Hempstead, N.Y.

All persons having an interest in the acquisition are invited to attend the hearing or give oral or written statements and to submit other documents concerning the proposed acquisition.

By Order of

THE TOWN OF HEMPSTEAD TOWN BOARD
ONE WASHINGTON STREET
HEMPSTEAD, N.Y. 11550

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Dated: February 23, 2016
Hempstead, N.Y.

Case #20404

NOTICE OF PUBLIC HEARING

A public hearing, pursuant to Article 2 of the Eminent Domain Procedure Law has been scheduled by the Town of Hempstead Town Board to determine whether the vacant building and land located at 64 Whitehouse Avenue, Roosevelt, N.Y. should be acquired by condemnation pursuant to the Eminent Domain Procedure Law and the Urban Renewal Plan for the Roosevelt Housing Improvement Area.

Time of Hearing: March 8, 2016 at 10:30 a.m.

Location of Hearing: Town of Hempstead Town Hall Pavilion
One Washington Street
Hempstead, N.Y.

Public Purpose: The acquisition of the subject parcel of land to be redeveloped for residential use pursuant to the terms of the Urban Renewal Plan for the Roosevelt Housing Improvement Area.

Location of Property: Vacant building and land located at 64 Whitehouse Avenue, Roosevelt, N.Y., also known as Section 55, Block K, Lots 21-22 on the land and tax maps of Nassau County

Purported Owner: Mr. Luis Zaldivar
288 Woodfield Road
West Hempstead, N.Y. 11552

Copies of the proposed acquisition map are available for inspection between the hours of 9:00 a.m. and 4:45 p.m. at the office of the Town Clerk Town Hall Plaza, Hempstead, N.Y.

All persons having an interest in the acquisition are invited to attend the hearing or give oral or written statements and to submit other documents concerning the proposed acquisition.

By Order of

THE TOWN OF HEMPSTEAD TOWN BOARD
ONE WASHINGTON STREET
HEMPSTEAD, N.Y. 11550

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Dated: February 23, 2016
Hempstead, N.Y.

Case #20404

CASE NO:

RESOLUTION NO:

ADOPTED:

offered the following Resolution
and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER OF
HIGHWAYS TO DISPOSE OF CERTAIN RECORDS
IN THE HIGHWAY DEPARTMENT**

Whereas, the Highway Department has requested permission to dispose
of certain records here-in-below identified pursuant to Section 57.25 of the
Arts and Cultural Affairs Law of the State of New York:

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the
Commissioner of Highways be and he hereby is authorized to dispose of
Correspondence, Complaint or Request for Service, Repair, Installation,
Maintenance or Similar Records, Duplicate Copies of Records, Logs or
Schedule, Daily Log, Records of Employee Absences or Accruals,
Employee request for and/or authorization to use sick, vacation,
personal or other leave or to work overtime, Employee's Time Records, or
similar records consisting of 10.0 cubic feet as per Retention and
Disposition Schedule No MU-1, pursuant to Part 185, Title 8 of the Official
Compilation of Codes, Rules and Regulations of the State of New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

4724

CASE NO.

RESOLUTION NO.

RESOLUTION RE: ACCEPTING RYAN KELLEHER, AS AN
ACTIVE MEMBER IN THE MERRICK HOOK AND LADDER
COMPANY NO. 1 INC., MERRICK, NEW YORK.

ADOPTED:

 offered the following resolution and
moved its adoption:

RESOLVED, that the action of, MERRICK HOOK AND LADDER
COMPANY NO. 1, MERRICK NEW YORK in accepting RYAN KELLEHER,
residing at 1663 John Street, Merrick, New York 11566 into
the company rolls, as a member, be and the same hereby is
ratified and approved.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 2

Case # 461

CASE NO. 461

RESOLUTION NO.

RESOLUTION RE: REMOVING ZACHARY FROST, BRYAN
McDONALD AND CHRISTOPHER ARMBRUSTER FROM COMPANY
ROLLS IN THE MERRICK HOOK AND LADDER CO. NO. 1,
MERRICK, N.Y.

ADOPTED:

offered the following resolution and
moved its adoption:

RESOLVED, that the action of, MERRICK HOOK AND LADDER
COMPANY NO. 1, MERRICK NEW YORK in removing ZACHARY FROST,
residing at 1576 Maeder Avenue, Merrick, New York 11566,
BRYAN McDONALD residing at 2354 Babylon Turnpike, Merrick,
New York, 11566 AND CHRISTOPHER ARMBRUSTER residing at 2901
Shore Drive, Merrick, New York 11566, from the company
rolls, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

3

Case #

461

CASE NO:

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF
PHOTO FEES IN THE TOWN CLERKS OFFICE

WHEREAS, the Office of the Town Clerk considers the fee for photos taken and processed in the Town Clerks Office; and

WHEREAS, the Office of the Town Clerk has recommended a Ten Dollar (\$10.00) fee be set for taking and processing photos; 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 photo fees;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Clerk is authorized to charge Ten Dollars (\$10.00) for photo taking and processing effective March 9, 2016.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4
Case # 29446

CASE NO:

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF
MAIL HANDLING FEES IN THE TOWN CLERKS OFFICE

WHEREAS, the United States Post Office establishes the fees for the Mail Handling of Passport Applications and Passport Renewals ; and

WHEREAS, the United States Post Office has established a Twenty-Three Dollar (\$23.00) Mail Handling fee for processing overnight delivery of applications from Town Hall; and

WHEREAS, the United States Post Office has established a Six and a Half Dollar (\$6.50) Mail Handling fee for Passport renewals;

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 Mail Handling fees in the Office of the Town Clerk;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Clerk is authorized to charge Twenty-Three Dollars (\$23.00) for Over Night delivery of Passport applications and a Six and a Half Dollar (\$6.50) Mail Handling fee for Passport Renewals effective March 9, 2016.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #4
Case #29446

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 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 inspect the open and abandoned structure located at 3505 Bay Front Drive, Baldwin 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 (1/2") four (4) ply plywood, located at 3505 Bay Front Drive, Baldwin;

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 3505 Bay Front Drive, Baldwin, 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

Item # 5
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 TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF BARBARA STREET, 60 FEET NORTH OF SILVER STREET. SEC 32, BLOCK 676, AND LOT (S) 38, A/K/A 15 BARBARA 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 15 Barbara Street, Elmont; 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 rip down and remove one (1) sixteen foot by twenty four foot (16' x 24') overhang, located at 15 Barbara 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 15 Barbara 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

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

Item #

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Case #

6547

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 116 ROAD, 50 FEET EAST OF 238 STREET. SEC 32, BLOCK 623, AND LOT (S) 401, A/K/A 238-06 116 ROAD, 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 238-06 116 Road, Elmont; 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 six inch by eighty one inch (36" x 81") 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) thirty one inch by eighty two inch (31" 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 238-06 116 Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$321.92, the cost associated with the emergency services provided at 238-06 116 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 #

5

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 \$321.92 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 ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF OLD FARM ROAD, 394.92 FEET WEST OF STRAWBERRY LANE. SEC 45, BLOCK 161, AND LOT (S) 20, A/K/A 159 OLD FARM ROAD, 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 159 Old Farm Road, Levittown 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) forty one inch by eighty two inch (41" 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 159 Old Farm Road, Levittown;

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 159 Old Farm Road, 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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature

Case #

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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 WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF RIVERSIDE DRIVE, 1,567.12 FEET SOUTH OF ROYAL AVENUE. SEC 43, BLOCK 241, AND LOT (S) 103, A/K/A 3556 RIVERSIDE DRIVE, OCEANSIDE, 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 3556 Riverside Drive, Oceanside 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) forty two inch by seventy two inch (42" x 72") windows with one half inch (1/2") four (4) ply plywood, board two (2) sixteen inch by seventy two inch (16" x 72") windows with one half inch (1/2") four (4) ply plywood, board one (1) two foot by six foot (2' x 6') window with one half inch (1/2") four (4) ply plywood, board four (4) two foot by six foot (2' x 6') windows HUD style with one half inch (1/2") four (4) ply plywood, board two (2) four foot by six foot (4' x 6') windows HUD style with one half inch (1/2") four (4) ply plywood, board three (3) thirty three inch by sixty seven inch (33" x 67") windows HUD style with one half inch (1/2") four (4) ply plywood, board two (2) forty two inch by forty eight inch (42" x 48") windows HUD style with one half inch (1/2") four (4) ply plywood, board four (4) twenty eight inch by seventy two inch (28" x 72") windows HUD style with one half inch (1/2") four (4) ply plywood, board four (4) twenty four inch by seventy two inch (24" x 72") windows HUD style with one half inch (1/2") four (4) ply plywood, board two (2) twenty nine inch by seventy two inch (29" x 72") windows HUD style with one half inch (1/2") four (4) ply plywood, board one (1) twenty nine inch by sixty six inch

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(29" x 66") window HUD style with one half inch (½") four (4) ply plywood, board one (1) twenty five inch by thirty seven inch (25" x 37") window HUD style with one half inch (½") four (4) ply plywood, board one (1) forty two inch by seventy three inch (42" x 73") window HUD style with one half inch (½") four (4) ply plywood, board one (1) thirty inch by forty two inch (30" x 42") window HUD style with one half inch (½") four (4) ply plywood, secure three (3) six foot by seven foot (6' x 7') sliding glass doors with one half inch (½") 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 (½") four (4) ply plywood, secure one (1) seventy seven inch by eighty eight inch (77" x 88") door with one half inch (½") four (4) ply plywood, located at 3556 Riverside Drive, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,717.66, the cost associated with the emergency services provided at 3556 Riverside Drive, Oceanside, 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 \$2,717.66 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 SOUTHWEST CORNER OF LANGDON BOULEVARD AND PERSHING BOULEVARD. SEC 38, BLOCK 115, AND LOT (S) 823 & 824, A/K/A 1268 LANGDON BOULEVARD, ROCKVILLE CENTRE, 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 1268 Langdon Boulevard, Rockville Centre 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 thirty six inch by eighty five inch (36" x 85") 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 1268 Langdon Boulevard, Rockville Centre;

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 1268 Langdon Boulevard, Rockville Centre, 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 WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF WASHINGTON AVENUE, 461.95 FEET EAST OF HANSOM PLACE. SEC 55, BLOCK 327, AND LOT (S) 3 & 4, A/K/A 224 WASHINGTON 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 224 Washington Avenue, Roosevelt, 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 existing forty inch by eighty four inch (40" x 84") door board, located 224 Washington 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 224 Washington 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 A TWO STORY WOOD FRAME ONE FAMILY DWELLING DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY LOCATED ON THE SOUTH SIDE OF FULTON AVENUE, 225 FEET EAST OF ELYSIAN TERRACE, SECTION 55, BLOCK 411, 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 structure located at 55 Fulton Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead and State regulations this structure was deemed to be unfit for human occupancy in Accordance with §107.1.3 of the New York Property Maintenance Code; and

WHEREAS, the Commissioner of the Department of Buildings deemed the Unfit Dwelling to be a source of imminent danger to the life and/or safety of the residents in said dwelling and 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 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to secure one (1) thirty two inch by eighty eight inch (32" x 88") door with one half inch (1/2") four (4) ply plywood, provide and install two (2) lock and hasps, located at 21 West Clinton Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$206.56, 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 \$206.56 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 EAST SIDE OF SAINT FRANCES STREET, 180 FEET NORTH OF BROOKS AVENUE. SEC 55, BLOCK 300, AND LOT (S) 193 & 206, A/K/A 14 IRVING 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 14 Irving Place, Roosevelt 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 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 (1/2") four (4) ply plywood, located at 14 Irving Place, 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 14 Irving Place, 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

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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 AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF BROOKSIDE AVENUE, 68.72 FEET NORTH OF HENRY STREET. SEC 36, BLOCK 163, AND LOT (S) 106, A/K/A 470 BROOKSIDE 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 470 Brookside Avenue, Roosevelt 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 two inch by forty eight inch (42" x 48") window with one half inch (1/2") four (4) ply plywood, board five (5) thirty two inch by fifty eight inch (32" x 58") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) fifty eight inch by seventy inch (58" x 70") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) twenty eight inch by forty four inch (28" x 44") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) nineteen inch by forty four inch (19" x 44") window HUD style with one half inch (1/2") four (4) ply plywood, build one (1) thirty one inch by seventy seven inch (31" x 77") 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 inch by eighty two inch (40" x 82") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs

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and board HUD style with one half inch (½") four (4) ply plywood,
located 470 Brookside Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings
initiated the procedure for the reimbursement of \$747.32, the cost
associated with the emergency services provided at 470 Brookside
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
\$747.32 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 WITH 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 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 install ninety seven feet (97') of six foot (6') high fence with one and five eighth inch (1 5/8") poles and number nine (#9) gauge wire top and bottom, board one (1) eighty four inch by ninety six inch (84" x 96") garage doors with one half inch (1/2") four (4) ply plywood, frame and build one (1) four foot by sixteen foot (4' x 16') structural platform for sidewalk with two inch by four inch by eight foot (2" x 4" x 8') studs and one half inch (1/2") four (4) ply plywood, located at 87 Debevoise Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,897.60, the cost associated with the emergency services provided at 87 Debevoise 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 \$1,897.60 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 A ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY LOCATED ON THE EAST SIDE OF WILSON PLACE, 44.82 FEET SOUTH OF FULTON AVENUE, SECTION 55, BLOCK 336, LOT (S) 60 & 61, A/K/A 2 WILSON 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 structure located at 2 Wilson Place, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead and State regulations this structure was deemed to be unfit for human occupancy in Accordance with §107.1.3 of the New York Property Maintenance Code; and

WHEREAS, the Commissioner of the Department of Buildings deemed the Unfit Dwelling to be a source of imminent danger to the life and/or safety of the residents in said dwelling and 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 365-2014; and

WHEREAS, on April 30, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board eight (8) three foot by five foot (3' x 5') windows with one half inch (1/2") four (4) ply plywood, board two (2) thirty inch by forty one inch (30" x 41") windows with one half inch (1/2") four (4) ply plywood, board two (2) five foot by nine foot (5' x 9') windows with one half inch (1/2") four (4) ply plywood, board two (2) five foot by eight foot (5' x 8') windows with one half inch (1/2") four (4) ply plywood, board three (3) twenty inch by thirty two inch (20" x 32") windows with one half inch (1/2") four (4) ply plywood, board one (1) four foot by eight foot (4' x 8') exterior hole with one half inch (1/2") four (4) ply plywood, board one (1) eight foot by eight foot (8' x 8') exterior hole with one half inch

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(½") four (4) ply plywood, secure two (2) three foot by seven foot (3' x 7') doors with one half inch (½") four (4) ply plywood, dismantle one (1) nine foot by twelve foot (9' x 12') wall and one (1) eight foot by twelve foot (8' x 12') wall and remove six (6) yards of garbage, located at 2 Wilson Place, Roosevelt;

WHEREAS, on May 3, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to resecure one (1) existing three foot by seven foot (3' x 7') door board, located at 2 Wilson Place, Roosevelt;

WHEREAS, on May 26, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board two (2) sixty inch by one hundred and twelve inch (60" x 112") windows HUD style with one half inch (½") four (4) ply plywood, board eight (8) three foot by five foot (3' x 5') windows HUD style with one half inch (½") four (4) ply plywood, board two (2) twenty nine inch by forty one inch (29" x 41") windows HUD style and board with one half inch (½") four (4) ply plywood, board one (1) fifty eight inch by ninety six inch (58" x 96") window HUD style with one half inch (½") 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 (½") four (4) ply plywood, located at 2 Wilson Place, Roosevelt;

WHEREAS, on June 6, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to remove one (1) existing door board to allow for inspection and resecure dwelling, located at 2 Wilson Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$3,576.57, the cost associated with the emergency services provided at 2 Wilson Place, 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 \$3,576.57 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 SOUTH SIDE OF JERUSALEM AVENUE, 340.59 FEET WEST OF SMITH STREET. SEC 50, BLOCK 372, AND LOT (S) 107, A/K/A 1010 JERUSALEM 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 1010 Jerusalem Avenue, Uniondale, 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) three foot by seven foot (3' x 7') door with one half inch (1/2") four (4) ply plywood, located at 1010 Jerusalem 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 1010 Jerusalem 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

Item #

5

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 WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF PINE STREET, 168.94 FEET SOUTH OF AUSTIN AVENUE. SEC 57, BLOCK 118, AND LOT (S) 1081, A/K/A 2087 PINE 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 2087 Pine Street, Wantagh, 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 secure one (1) forty inch by eighty eight inch (40" x 88") door with one half inch (1/2") four (4) ply plywood, provide and install two (2) locks on gates, located at 1010 Jerusalem 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 2087 Pine 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

Item #

5

Case #

6547

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 as follows:

RESOLUTION AUTHORIZING COMMERCIAL
CLEARWATER COMPANY, INC. TO OFFER A
CERTIFIED POOL OPERATOR COURSE
TO PARKS & RECREATION EMPLOYEES

WHEREAS, Commercial Clearwater Company, Inc., located at P.O. Box 909, Plandome, NY, 11030 has agreed to conduct a certified pool operator course for Parks and Recreation employees; and

WHEREAS, New York State and Nassau County Departments of Board of Health require each pool facility to have certified pool operators on staff, and

WHEREAS, the cost of the course is \$225.00 per person, total amount not to exceed \$7,875.00 and number of employees will not exceed 35; and

WHEREAS, the cost of the course will include all book fees, all exam fees, and all certification fees.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to make payments to Commercial Clearwater Company, Inc. for conducting a certified pool operator course in the amount of \$225.00 per employee, total amount not to exceed \$7,875.00, and that such amount be charged against Parks and Recreation code 400-007-7110-4040, Office Expense.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

11305

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT OF THE ANNUAL MAINTENANCE AND SUPPORT SERVICE FEE FROM BOTTOMLINE TECHNOLOGIES, FOR THE PAYBASE CHECK WRITING SYSTEM

WHEREAS, Bottomline Technologies, 325 Corporate Drive, Portsmouth, New Hampshire 03801, will provide printer license support for product number, SER-SWS-PBP, and server software license support for product number SER-SWS-PB32E-LCP and extended support coverage for product number SER-SWS-SUST-SUPPORT, for one year beginning March 9, 2016 through March 8, 2017 for a fee of \$5,623.80

WHEREAS, the terms and the cost of the Maintenance Agreement will be:

Server Software Support - SER-SWS-PB32E-LCP	\$4,120.00
Printer License Support - PB32	206.00
Sustaining Support Fee - SER-SWS-SUST-SUPPORT	<u>1,297.80</u>
TOTAL	<u>\$5,623.80</u>

WHEREAS, The Town Comptroller deems the charges to be fair and reasonable and in the best interest of the Town of Hempstead.

NOW, THEREFORE, BE IT

RESOLVED, that payment of the annual fee for maintenance and support of the PayBase check writing system be and hereby is authorized; and

BE IT FURTHER RESOLVED, that the fee of \$5,623.80 be paid from the Town Comptroller Office Expense Account 010-001-1315-4040

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 6085

Case No.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION No.118-2010
AND ESTABLISHING NEW FEES EQUAL TO PAYMENT
OF \$247.00 TO COVER THE COST OF OFFICIATING
HIGH SCHOOL SOFTBALL, SOCCER, AND LACROSSE
LEAGUES IN THE DEPARTMENT OF PARKS AND REC-
REATION.

WHEREAS, this Town Board adopted Resolution No.118-2010 on
January 26, 2010; and

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for the payment of \$247.00 to cover
the cost of officiating high school basketball, soccer, and lacrosse leagues, and this Town
Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 118-2010 be and is hereby rescinded
in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees be and are hereby established:

H.S. Softball - \$247.00 to cover the cost of the fees of the
officiating organization.

H.S. Soccer - \$247.00 to cover the cost of the fees of the
officiating organization.

H.S. Lacrosse- \$247.00 to cover the cost of the fees of the
officiating organization.

Fee for all Non-Town of Hempstead teams- \$275.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

28598

Case No.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION RESCINDING RESOLUTION NO. 120-2010 TO ESTABLISH A NEW FEE STRUCTURE FOR AQUATIC, PERFORMING ARTS, AND RECREATION PROGRAMS IN THE DEPARTMENT OF PARKS AND RECREATION.

WHEREAS, this Town Board adopted Resolution No. 120-2010 on January 26, 2010; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends that the following fee structure be established for Aquatic, Performing Arts, and Recreation programs, and this Town Board deems that the said fee structure is fair and reasonable.

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 120-2010 be and is hereby rescinded in it's entirety; and

BE IT FURTHER

RESOLVED, that the following fees for the Aquatic, Performing Arts, and Recreation Programs be and are hereby established:

Aquatic Teams (Season pass holder)	\$48.50
Aquatic Teams (Non-season pass holder)	\$97.00
Fitness Lessons	\$ 5.80 - \$ 11.00 per class
Lectures	\$ 6.00 - \$16.50 per class
Performing Arts*	\$ 3.25 - \$55.00 per ticket
Recreation and Aquatic Classes	\$ 6.00 - \$13.25 per class
Recreation Workshops	\$ 6.00 - \$16.50 per class

*25% discount for Senior Citizens/Handicapped/Aux. Pol/Vol. Fire- Ambul/Veterans on all Performing Arts tickets

\$5.00 fee for all late registrations

50% discount Senior Citizen/ Handicapped/Aux.Pol./Vol. Fire-Ambul/Veteran

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 121-2010 AND ESTABLISHING FEES FOR ADULT RECREATION PROGRAMS IN THE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, this Town Board adopted Resolution No. 121-2010 on January 26, 2010 and;

WHEREAS, the Commissioner of the Department of Parks and Recreation recommended that the following fees be established for Adult Recreation Programs, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Resolution No. 121-2010 be and is hereby rescinded in its entirety; and that the following schedule of fees for Adult Recreation Programs be and hereby established:

Tournaments

Paddleball/ Pickle Ball \$6.00

Leagues

Basketball \$659.50 includes full fee to officiating organization

Softball-Mens/Womens \$532.50 does not include cost of officiating

Fire Department \$ 73.00 does not include cost of officiating

Adult Leagues-Independent- The Department of Parks and Recreation allows each adult league to have up to 35% of its members as non- residents. There will be a \$16.50 per person fee for each non-resident.

Field appropriation fee per league \$302.50 (youth & senior exempt)

Lighted Fields and Sports Areas \$60.50 per session (all rates based on three hour sessions)

Tournaments- Independent (51% of participants 18 years or older) \$423.50 permit fee 10:00 am to dusk

Lighted / per field /per day \$60.50

Triathlon

\$48.50 Resident- per person

\$72.50 Non Resident- per person

\$24.25 Senior citizen- per person/Handicapped/Aux. Pol/Vol Fire-Ambul/Veteran- per person

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved for its adoption as follows:

RESOLUTION RESCINDING RESOLUTION NO122-2010 AND
ESTABLISHING FEES FOR CATERERS TO SERVICE PICNICS
HELD AT VARIOUS PARK FACILITIES IN THE DEPARTMENT
OF PARKS AND RECREATION.

WHEREAS, this Town Board adopted Resolution No.122-2010 on January 26, 2010,
and;

WHEREAS, the Town operates various facilities in which reserved picnics are held; and

WHEREAS, on many occasions, catering establishments provide food and wait service
for these picnics; and

WHEREAS, the Town is desirous of establishing (1) a catering permit for each calendar
year and (2) a per-person fee charged to the caterer; and

WHEREAS, a catering permit shall consist of the picnic permit holder and the caterer
agreeing on the amount of people attending the picnic and the caterer will agree to pay the Town
a per-person fee; and

WHEREAS, the fee for the catering permit shall be \$80.00 per caterer per year and the
per-person fee shall be \$1.25; and

WHEREAS, along with their signed catering permit, the caterer will be required to
provide proof of insurance, required Health Department documentation, and other pertinent
information.

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 122-2010 be and is hereby rescinded in its
entirety;

RESOLVED, that the Supervisor be and is hereby authorized to establish fees to allow
food caterers to service picnics held at various park facilities; and

BE IT FURTHER

RESOLVED, that the \$80.00 catering permit fee and the \$1.25 per-person fee also be
established and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

29598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 123-2010
AND ESTABLISHING FEES FOR THE HEWLETT POINT
PARK, BAY PARK, NY

WHEREAS, this Town Board adopted Resolution No. 123-2010 on January 26, 2010
and;

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for Hewlett Point Park, Bay Park,
NY, and this Town Board deems that the said fees are reasonable and in the public
interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 123-2010 be and is hereby rescinded
in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the Hewlett Point Park, Bay Park, N.Y. be
and the same hereby are established:

SEASONAL

Family Resident	\$226.50
Individual Resident	\$121.00
Individual Resident Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul. /Veteran	\$ 60.50
Family Non-district Resident	\$266.00
Individual Non-district Resident	\$145.00
Individual Non-district Resident Sr.Cit./Handi./ Aux.Pol./Vol. Fire. - Ambul. / Veteran	\$ 72.50

DAILY ADMISSION

Resident	\$ 5.50
Resident Sr.Cit./Handi./Aux.Pol./ Veteran Vol. Fire. - Ambul./Children 5-9 yrs. of age	\$ 2.75
Non-district Resident	\$ 6.50
Non-district Resident-Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul./Children 5-9 yrs. of age / Veteran	\$ 3.25
Non-profit Group Discount - 30%	
REPLACEMENT PHOTO I.D.	\$ 5.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NONE:

Item # 12

Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 128-2010 AND ESTABLISHING FEES FOR FACILITIES AT THE MERRICK ROAD PARK GOLF COURSE, MERRICK, NY

WHEREAS, this Town Board adopted Resolution No. 128-2010 on January 26, 2010; and;

WHEREAS, the Commissioner of the Department of Parks and Recreation recommended that the following fees be established for the Merrick Road Park Golf Course, Merrick, NY, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 128-2010 be and is hereby rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the Merrick Road Park Golf Course, Merrick, NY be and are hereby established:

<u>Weekdays</u>	
Resident	\$ 17.00
Non -District Residents	\$ 19.50
Non- Resident Guest	\$ 26.50

<u>Weekends & Holidays</u>	
Resident	\$ 20.00
Non- district Resident	\$ 22.00
Non-Resident Guest	\$ 33.00

Sr. Cit./Handicap./Aux. Pol./Vol. Fire.-Ambul./ Veteran

<u>Weekdays Only</u>	
Residents	\$ 8.50
Non-District Residents	\$ 9.75

<u>Weekends and Holidays</u>	
Residents	\$ 10.00
Non-district residents	\$ 11.00

<u>*Handicap Golf Carts</u>	
Weekdays	\$ 7.75
Weekends/Holidays	\$ 10.00

*Must show proof of Town of Hempstead residency and Nassau County Disability Leisure Passport

Outings	\$ 33.00
Hand Carts	\$ 4.50
Senior Range Balls	\$ 7.00
Resident Range Balls	\$ 8.00
Golf Clinics	\$ 4.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 129-2010
AND ESTABLISHING FEES FOR VARIOUS POOL SITES
WITHIN THE TOWN OF HEMPSTEAD PARK DISTRICT.

WHEREAS, this Town Board adopted Resolution No. 129-2010 on January 26, 2010, and;

WHEREAS, the Commissioner of the Department of Parks and Recreation recommended that the following fees be established for the various pool sites as hereinafter mentioned within the Town of Hempstead Park District and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 129-2010 be and is hereby rescinded in its entirety;

AND BE IT FURTHER

RESOLVED, that the following fees for the use of the facilities at Averill Boulevard Pool, Franklin Square, NY, Newbridge Road Pool, Bellmore, NY, Oceanside Pool, Oceanside, NY, and Veterans Memorial Pool, East Meadow, NY, all within the Town of Hempstead Park District, be and are hereby established:

SEASONAL RATES

Family Resident	\$ 250.00
Individual Resident	\$ 133.00
Individual Resident-Sr.Cit./Handi/Aux.Pol./ Vol. Fire. - Ambul./ Veteran	\$ 66.50
Family Non-district Resident	\$ 293.50
Individual Non-district Resident	\$ 160.50
Individual Non-district Resident Sr.Cit./ Handi/Aux.Pol./Vol. Fire. - Ambul./ Veteran	\$ 80.25

DAILY ADMISSIONS

Resident	\$ 8.00
Resident-Sr.Cit./Handi/Aux.Pol./ Veteran Vol. Fire. - Ambul./Children 5-9 yrs. of age	\$ 4.00
Non-district Resident	\$ 9.00
Non-district Resident-Sr.Cit./Handi/Aux.Pol./ Vol. Fire. - Ambul./Children 5-9 yrs. of age/ Veteran	\$ 4.50
Non-resident	\$ 13.00
Non-profit Group Discount - 30%	
Replacement Photo I.D.	\$ 5.50
LOCKER FEES	
Small Locker	\$.25
Large Locker	\$.50
Lost Locker Key	\$ 5.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 130-2010
AND ESTABLISHING FEES FOR FACILITIES AT
FRANKLIN SQUARE PARK DISTRICT (RATH PARK POOL)
FRANKLIN SQUARE, N.Y.

WHEREAS, this Town Board adopted Resolution No. 130-2010 on January 26,
2010; and

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for the Franklin Square Park District
(Rath Park Pool), Franklin Square, NY, and this Town Board deems that the said fees are
reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 130-2010 be and the same is hereby
rescinded in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees for the Franklin Square Park District (Rath Park
Pool), Franklin Square, NY be and the same are hereby established:

SEASONAL MEMBERSHIP-RESIDENTS ONLY

Family	\$160.00
Individual	\$ 80.00
Sr.Cit./Handi./Aux.Pol./Vol. Fire. - Ambul. / Veteran	\$ 40.00

DAILY ADMISSIONS

Resident	\$ 7.00
Resident-Sr.Cit./Handi./Aux.Pol./ Veteran Vol. Fire. - Ambul./Children 5-9 yrs. of age	\$ 3.50
Non-profit Group Discount - 30%	
Guest - Daily Rates	\$ 8.00
Replacement Photo I.D	\$ 5.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 131-2010
AND ESTABLISHING FEES FOR THE SWIMMING POOLS AT
HAROLD A. WALKER MEMORIAL PARK, LAKEVIEW, NY AND
ROOSEVELT POOL, ROOSEVELT, NY.

WHEREAS, this Town Board adopted Resolution No. 131-2010 on January 26,
2010; and

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for the swimming pools at Harold A.
Walker Memorial Park, Lakeview, N.Y. and Roosevelt Pool, Roosevelt, NY, and this
Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 131-2010 be and is hereby
rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the swimming pools at Harold A. Walker
Memorial Park, Lakeview, NY and Roosevelt Pool, Roosevelt, NY, be and are hereby
established:

SEASONAL RATES

Family Resident Membership	\$ 121.00
Family Non - District Membership	\$ 142.00
Individual Resident Membership	\$ 60.50
Individual Non-district Resident Membership	\$ 73.00

DAILY RATES

Resident	\$ 3.50
Non-district Resident	\$ 5.00
Non-profit Group Discount - 30%	
Discount Coupon Book(15 coupons)	\$ 25.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 133-2010
AND ESTABLISHING FEES FOR THE FACILITIES AT
THE ECHO PARK POOL COMPLEX, WEST HEMPSTEAD, NY

WHEREAS, this Town Board adopted Resolution No. 133-2010 on January 26,
2010; and

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for the Echo Park Pool Complex,
West Hempstead, NY, and this Town Board deems that the said fees are reasonable and
in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 133-2010 be and is hereby
rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the Echo Park Pool Complex, West
Hempstead, NY be and are hereby established:

FULL-YEAR MEMBERSHIP

Family Resident	\$585.00
Individual Resident	\$292.00
Individual Resident-Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul. / Veteran	\$146.25
Family Non-district Resident	\$710.50
Individual Non-district Resident	\$360.00
Non-District Resident Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul. / Veteran	\$180.00

HALF-YEAR MEMBERSHIP

Family Resident	\$372.00
Individual Resident	\$195.00
Individual Resident Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul. / Veteran	\$ 97.50
Family Non-district Resident	\$468.00
Individual Non-district Resident	\$234.50
Individual Non-district Resident Sr.Cit./ Handi./Aux.Pol./Vol. Fire. - Ambul. / Veteran	\$117.25

FALL MEMBERSHIP - SEPTEMBER - DECEMBER 31 - 4 MONTHS

Family Resident	\$266.00
Individual Resident	\$127.00
Individual Resident Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul. / Veteran	\$ 63.50
Family Non-District Resident	\$336.50
Individual Non-District Resident	\$177.00
Individual Non-district Resident Sr.Cit./ Handi./Aux.Pol./Vol. Fire. - Ambul. / Veteran	\$ 88.50

DAILY ADMISSIONS

Resident	\$ 8.00
Resident Sr.Cit./Handi./Aux.Pol./ Veteran	\$ 4.00
Vol. Fire. - Ambul./Children 5-9 yrs. of age	
Non-district Resident	\$ 9.00
Non-district Resident Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul./Children 5-9 yrs. of age / Veteran	\$ 4.50

Non-Resident \$13.00

Non- profit Group Discount - 30%

Item # 17

Case # 28598

LOCKER FEES

Small Locker	\$.25
Large Locker	\$.50
Lost Locker Key	\$ 5.50

MISCELLANEOUS	
REPLACEMENT PHOTO I.D.	\$ 5.50
Charters (steam and sauna included)	\$136.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

RESOLUTION NO.

Adopted:

offered the following resolution and moved for its adoption as follows:

RESOLUTION RESCINDING RESOLUTION NO. 237-2012 AND ESTABLISHING FEES FOR YOUTH SPORTS AND TOURNAMENTS, AT VARIOUS PARK FACILITIES IN THE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, this town Board adopted Resolution No. 237-2012 on February 21, 2012 and;

WHEREAS, the Commissioner of the Department of Parks and Recreation has recommended that the following fees be established for these programs and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 237-2012 be and is hereby rescinded in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees for youth sports and tournaments be and are hereby established:

CLINICS

Residents only

4 sessions \$77.00 per child (ages 6-15, three hours per day)

Each additional child from the same household \$55.00 per child

4 sessions \$66.00 per child (ages 5-6, two hours per day)

Each additional child from the same household \$55.00 per child

All-star position clinic - 4 sessions \$70.00 per child (ages 10-15 two hrs. per day)

Each additional child from the same household \$55.00 per child

Instruction by Appointment - Once child, \$38.50/hour; \$99.00 (three, one-hr. sessions)

Groups of 2 to 5 children - \$27.50 per hour, per child

TOURNAMENT

Cost per Team \$330.00 (officiating fee)

and

WHEREAS, hours of operation will be determined by this department.

NOW, THEREFORE, BE IT

RESOLVED, that the above fees be and are hereby established and approved for the Youth Sports Clinics and Tournaments at various Park facilities.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION RESCINDING RESOLUTION No. 238-2012
AND ESTABLISHING FEES FOR THE USE OF TOWN
OF HEMPSTEAD DEPARTMENT OF PARKS AND
RECREATION SHOWMOBILES AND CALLIOPE.

WHEREAS, this Town Board adopted Resolution No. 238-2012 on February 21, 2012; and;

WHEREAS, the Commissioner of the Department of Parks and Recreation recommended that the following fees be established for the use of the showmobiles and calliope, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 238-2012 be and is hereby rescinded in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees for the use of showmobiles and calliope be and are hereby established:

\$55.00 per hour
Four-hour minimum use
including travel time

\$77.00 per hour
each hour over
eight continuous hours

and

BE IT FURTHER

RESOLVED, that the Commissioner reserves the right to waive fees under certain circumstances; and

BE IT FURTHER

RESOLVED, that prior to the issuance of a permit, payment will be made in advance, by certified check, bank check, or money order, payable to the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

RES #

19

Case #

28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 243-2012
AND ESTABLISHING FEES FOR THE USE OF FACILITIES
AT FOREST CITY POOL, WANTAGH, NY

WHEREAS, this Town Board adopted Resolution No. 243-2012 on
February 21, 2012; and;

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for Forest City Pool, Wantagh, NY,
and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board Resolution No. 243-2012 be and is hereby
rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following schedule of fees for the use of facilities at Forest
City Pool, Wantagh, NY be and are hereby established:

SEASONAL RATES

Family	\$ 250.00
Individual	\$ 133.00
Individual-Sr. Cit./Handi./Aux. Pol./ Vol. Fire.-Ambul. / Veterans	\$ 66.50

DAILY ADMISSIONS

Resident	\$ 8.00
Resident Sr. Cit./Handi./Aux. Pol./ Veterans Vol. Fire-Ambul./Children 5-9 yrs. of age	\$ 4.00

Non-profit Group Discount - 30%

Picnic Group Reservation (maximum 100 people) \$ 143.00

Locker Fees

Small Locker	.25
Large Locker	.50
Lost Locker Key	\$ 5.50

Replacement Photo I.D. \$ 5.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20
Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following and moved for its adoption as follows:

RESOLUTION RESCINDING RESOLUTION No. 744-2014
TO ESTABLISH CERTAIN FEES FOR THE FACILITIES
AT TOWN PARK @ LIDO WEST, LIDO BEACH, NY.

WHEREAS, this Town Board adopted Resolution No. 744-2014 on May 20, 2014; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has recommended that certain fees be established for the facilities at Town Park @ Lido West, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 744-2014 be and is hereby rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the facilities at Town Park @ Lido West be and are hereby established:

VEHICLE ENTRANCE FEES

Discount Book - 15 Tickets	\$100.00
Discount Book - 15 Tickets Sen. Citizen/Handicapped/ Aux.Pol./ Vol. Fire-Ambul/Veteran	\$ 50.00
Daily - Town of Hempstead Resident	\$ 10.00
Daily - Non-Town of Hempstead Resident	\$ 25.00
Daily - Non-Town of Hempstead Resident - Walk-Ins	\$ 10.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 21

Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved for its adoption as follows:

RESOLUTION RESCINDING RESOLUTION NO. 745-2014
TO ESTABLISH FEES FOR FACILITIES AT THE
TOWN PARK AT LIDO, LIDO BEACH, N.Y.

WHEREAS, this Town Board adopted Resolution No.745-2014 on May 20, 2014 and;

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends that certain fees be established for the Town Park at Lido, Lido Beach, N.Y., and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No.745-2014 be and the same is hereby rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the Town Park at Lido, Lido Beach, N.Y. be and the same are hereby established:

PICNIC - GROUP RESERVATION

50-100 People	\$165.00
101-150 People	\$ 231.00
151-250 People	\$ 330.00
251-350 People	\$ 467.50
351-500 People	\$ 638.00
501-700 People	\$ 825.00
701 & up	\$ 990.00

VEHICLE ENTRANCE FEE

Daily - Town of Hempstead Resident	\$ 10.00
Daily - Town of Hempstead Non-Resident	\$ 20.00
Daily - Town of Hempstead Non-Resident (Walk -ins)	\$ 10.00
Bus-Daily (profit making organizations including suburban type vehicles)	\$110.00
Bus-Daily (non-profit making organizations including suburban type vehicles)	\$ 55.00
Daily Bus Non- Town of Hempstead Resident	\$ 220.00
Weekend/Holiday Pool Fees	\$ 7.50
Weekend Senior Citizen/ Handicap/Aux.Pol./Vol.Fire-Ambul / Children 5-9 yrs. of age/Veteran	\$ 3.75
Non-profit Group Discount- 30%	

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 21

NOES:

Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION RESCINDING RESOLUTION NO. 746-2014 TO ESTABLISH CERTAIN FEES FOR THE TOWN PARK @ SANDS, AREA "D", LIDO BEACH, N.Y.

WHEREAS, this Town Board adopted Resolution No. 746-2014 on May 20, 2014; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has recommended that certain fees be established for the facilities at the Town Park @ Sands, Area "D" and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 746-2014 be and the same is hereby rescinded in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees for Town Park @ Sands, Area "D", be and the same are hereby established:

ENTRANCE FEES

Daily - Town of Hempstead Resident	\$ 10.00
Daily - Town of Hempstead Non-Resident	\$ 25.00
Daily - Town of Hempstead Non-Resident (Walk-In)	\$ 10.00
Discount Book (15 Tickets)	\$100.00
Discount Book (15 Tickets) Sen. Citizen/Handicapped/ Aux. Pol./Vol. Fire-Ambul/Veteran	\$ 50.00

POOL FEES

Daily Resident	\$ 7.50
Daily - Senior Citizen/Handicapped/Auxiliary Police/ Vol. Fire-Ambul/Children 5-9 yrs. of age/Veteran	\$ 3.75

Picnic Permit Fees

Resident- up to 25 people @ \$66.00
Non-Resident- up to 25 people @ \$132.00

Bus Entrance Fees (Including Suburban type vehicles)

Daily Town of Hempstead Profit-Making Organizations	\$110.00
Daily Town of Hempstead Non-Profit-Making Organizations	\$ 55.00
Daily Non-Town of Hempstead Resident Organizations	\$220.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Handwritten signatures and case numbers:
Case # 28598
Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved for its adoption as follows:

RESOLUTION RESCINDING RESOLUTION NO. 747-2014 TO ESTABLISH FEES FOR THE FACILITIES AT TOWN PARK @ POINT LOOKOUT, POINT LOOKOUT, N.Y.

WHEREAS, this Town Board adopted Resolution No. 747-2014 on May 20, 2014; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has recommended that certain fees be established for Town Park @ Point Lookout, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 747-2014 be and the same is hereby rescinded in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees for Town Park @ Point Lookout be and the same are hereby established:

EAST BATHHOUSE LOCKERS

Table listing fees for East Bathhouse Lockers: Season Locker Permits (\$39.50), Daily Locker and Shower (\$4.50), etc.

VEHICLE ENTRANCE FEE

Table listing vehicle entrance fees: Discount Book (15 Tickets) (\$100.00), Daily - Town of Hempstead Resident (\$10.00), etc.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24

Case # 28592

CASE NO.

RESOLUTION NO.

Adopted:

 offered the following
resolution and moved its adoption:

RESOLUTION APPOINTING DOUGLAS A. WILKE AS
A MEMBER OF THE LANDMARK PRESERVATION
COMMISSION OF THE TOWN OF HEMPSTEAD.

WHEREAS, this Town Board did adopt Local Law No. 61-
1983 concerning landmark preservation and creating a Landmark
Preservation Commission; and

WHEREAS, there currently exists a vacancy on the
Commission; and

WHEREAS, this Town Board is desirous of appointing
David A. Wilke to the Commission;

NOW, THEREFORE, BE IT

RESOLVED, that David A. Wilke, 38 Roosevelt Avenue,
Glen Head, NY 11545, is hereby appointed as a member of the
Landmark Preservation Commission of the Town of Hempstead for
a term of one (1) year.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 26
Case # 2182

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION APPROVING OFFICIAL UNDERTAKINGS
PURSUANT TO SECTION 25 OF THE TOWN LAW.

WHEREAS, certain officials are required to file a surety company bonds or undertakings and those hereinafter mentioned have submitted such bonds or undertakings for approval of this Town Board; and

NOW, THEREFORE, BE IT

RESOLVED, that the following official bonds or undertakings submitted pursuant to Section 25 of the Town Law of the State of New York, be and they hereby are approved as to form, sufficiently and surety:

<u>OFFICIAL</u>	<u>AMOUNT</u>	<u>TERM</u>
Gerald Marino Commissioner Department of General Services	\$100,000.00	Two years commencing February 9, 2016

; and BE IT FURTHER

RESOLVED, that each bond or undertaking approved by this resolution be filed in the Town Clerk's Office, and a copy thereof together with a copy of this resolution be filed in the Office of the County Clerk of Nassau County.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 27
Case # 29434

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION GRANTING THE REQUEST OF
GREEN ACRES ADJACENT, LLC FOR A
REVOCATION OF ALL EXISTING
DECLARATIONS OF RESTRICTIVE COVENANTS
ON REAL PROPERTY LOCATED ON SUNRISE
HIGHWAY, VALLEY STREAM, TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, Green Acres Adjacent, LLC seeks to engage in redevelopment of the unincorporated area of its property located at 750 Sunrise Highway, Valley Stream as part of its mixed use shopping center; and

WHEREAS, Green Acres Adjacent, LLC, by its attorney, Daniel J. Baker, Esq. of the law firm Certilman Balin Adler & Hyman, LLP has requested in a letter dated September 8, 2015 that all covenants and restrictions related to the property be rescinded; and

WHEREAS, the existing covenants and restrictions at the subject location were recorded as part of a series of applications made to the Town in the 1950s and 1960s, which imposed restrictions that are no longer necessary and applicable to the development of the property, in that the property is now subject to the Town's zoning regulations set forth at Article XLI of the Building Zone Ordinance, entitled "Regional Shopping Malls," the terms of which provide comprehensive and controlling zoning-based regulations of the use of the property; and

WHEREAS, each of the said existing restrictive covenants is enforceable by the Town of Hempstead and subject to revocation by the Town Board, on an administrative basis and without the need for a public hearing; and

WHEREAS, the comprehensive regulations set forth in Article XVI of the Building Zone Ordinance as aforesaid render the existing covenants and restrictions superfluous and unnecessary for proper zoning-based regulation of the premises:

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the request of Green Acres Adjacent, LLC dated September 8, 2015 for a revocation of the Declaration of Restrictive Covenants, dated October 9, 1961 and recorded in the Nassau County Clerk's Office in Liber of Deeds 6938 Page 40; the Declaration of Restrictive Covenants, dated July 9, 1956 and recorded in the Nassau County Clerk's Office in Liber of Deeds 6071 Page 370; and

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Case #

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29288

the Declaration of Restrictive Covenants, dated January 16, 1953 and recorded in the Nassau County Clerk's Office in Liber of Deeds 5432 Page 186, in relation to real property located at 750 Sunrise Highway, Valley Stream, New York, such revocations are hereby granted; and, BE IT FURTHER

RESOLVED, that a certified copy of this resolution be filed with the Office of the Clerk of the County of Nassau, at the cost and expense of Green Acres Adjacent, LLC.

The foregoing resolution was seconded by and adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF LETTER
BID FOR PEST CONTROL SERVICES FOR THE EIGHT
LOCATIONS UNDER THE DEPARTMENT OF GENERAL
SERVICES, TOWN OF HEMPSTEAD, COUNTY OF NASSAU,
NEW YORK (FOR 2 YEARS)

WHEREAS, the Commissioner of the Department of General Services sent out six
letter bids for Pest Control Services for the Town Hall Complex, 350 Front Street and
One Washington Street; Mohizif Café and Restaurant, Inc., One Washington Street,
Animal Shelter, 3320 Beltagh Avenue, Wantagh; DPW Building, 1580 Merrick Road,
Merrick; Greenfield Cemetery and Vehicle Maintenance Shop, 650 Nassau Road,
Hempstead; and 200 N. Franklin Street, Hempstead, New York for a period of two
years, commencing upon award of contract; and

WHEREAS, the sole letter bid submitted by Extermitech Pest Control Co., Inc.
was opened and read in the Office of the Commissioner of the Department of General
Services on October 29, 2015 as follows:

**Bid Results
Pest Control 2016
Pricing**

Initial Contact Period

January 1 st 2016- December 31, 2016	\$8,760.00 Year 1
January 1 st 2017 - December 31, 2017	\$9060.00 Year 2

Total for the 2 year period: \$17,820.00

Section B

Unit Price per Service Technician \$100.00 Per Hour

**Material cost calculated at
Manufacturer suggested cost plus 5%**

Section C

**UNIT PRICE TERMITE TREATMENT
PER LINEAR FOOT**

Initial Contact Period

January 1 st 2016- December 31, 2016	\$11.00/ per LF Year 1
January 1 st 2017- December 31, 2017	\$14.00 per LF Year 2

Item # 29

Case # 14672

Bed Bug Treatment:
50-500 LINEAR FEET

Initial Contact Period

January 1st 2016- December 31, 2016 \$1500.00/ Year 1
January 1st 2017 - December 31, 2017 \$1700.00/ Year 2

500-1000 LINEAR FEET

Initial Contact Period

January 1st 2016- December 31, 2016 \$3000.00/ Year 1
January 1st 2017 - December 31, 2017 \$3400.00/ Year 1

1000-2000 LINEAR FEET

Initial Contact Period

January 1st 2016- December 31, 2016 \$4500.00/Year 1
January 1st 2017 - December 31, 2017 \$4800.00/ Year 2

2000 plus LINEAR FEET

Initial Contact Period

January 1st 2016- December 31, 2016 \$5500.00/Year 1
January 1st 2017 - December 31, 2017 \$5800.00 / Year 2

Animal Shelter

**Unit Price for initial special treatment for
Wantagh Animal Shelter and in
accordance with approved plan**

January 1st 2016- December 31, 2016 \$3800.00/ Year 1
January 1st 2017- December 31, 2017 \$3800.00/ Year 2

A & C Pest Control
329 East Meadow Avenue
East Meadow, New York 11554 No Bid Submitted

Ecology Exterminating Service
3908 Fort Hamilton Parkway
Brooklyn, New York 11218 No Bid Submitted

Assured Environments
45 Broadway 10th Floor
New York, New York 10006 No Bid Submitted

Arrow Exterminating
287-289 Broadway
Lynbrook, New York 11563 No Bid Submitted

Case No.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:
RESOLUTION ACCEPTING A BID FOR THE
YEARLY REQUIREMENTS FOR TELEPHONE
SYSTEM REPAIRS (Contract # 9-2016)

WHEREAS, The Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the yearly requirements for telephone system repairs; and

WHEREAS, this contract period is from upon award date until December 31, 2018;

WHEREAS, the bids submitted pursuant to such advertisement were opened and referred to the Department of Parks and Recreation for examination and report:

Wiltech Communications Inc. d/b/a Wiltech Systems
149 New Hyde Park Road
Franklin Square, N.Y. 11010

Normal Work Day - 7:00 am to 5:00 pm
Cost per hour per man-\$ 70.00/hour
After hours labor rate- \$105.00/hour
Cost for materials less 20% other than Town supplied
Cash Discount of 10%

Com-Bell Systems Inc.
561 Acom Street, Suite C
Deer Park, NY 11729

Normal Work Day - 7:00 am to 5:00 pm
Cost per hour per man-\$ 75.00/hour
After hours labor rate-\$112.50/hour
Cost for materials less 5% other than Town supplied
Cash Discount of 0%

Eastern American Data Voice
35 Larkfield Road
East Northport, NY 11731

Normal Work Day - 7:00 am to 5:00 pm
Cost per hour per man-\$ 85.00/hour
After hours labor rate-\$145.00/hour
Cost for materials less 10% other than Town supplied
Cash Discount of 0%

Symbrant Technologies Inc.
16 Commerce Drive
Farmingdale, NY 11735

Normal Work Day - 7:00 am to 5:00 pm
Cost per hour per man-\$125.00/hour
After hours labor rate- \$180.00/hour
Cost for materials plus 10% other than Town supplied
Cash Discount of 0%

Joshua Parl d/b/a Integrity Communication Technologies LLC.
92 East Golf Street
Sayville, NY 11782

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Case # 9920

Normal Work Day - 7:00 am to 5:00 pm

Cost per hour per man-\$158.78/hour

After hours labor rate- \$178.17/hour

Cost for materials less 0% other than Town supplied

Cash Discount of 3.5%

and

WHEREAS, the Department of Parks and Recreation has reported that the bid submitted from Wiltech Communications Inc. d/b/a Wiltech Systems, 149 New Hyde Park Road, New Hyde Park, N.Y. 11010, is the lowest bidder for the *normal work day*.

NOW, THEREFORE, BE IT

RESOLVED, that the bid from Wiltech Communications Inc. d/b/a Wiltech Systems, be accepted and approved; and

BE IT FURTHER

RESOLVED, that the Supervisor be and is hereby authorized to make payments from Parks and Recreation Code 400-007-7110-4180 - Telephone Equipment.

AYES:

NOES

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID FOR THE SALE OF OBSOLETE
VEHICLES AND TRAILERS IN THE DEPARTMENT OF WATER,
FORMAL BID #1-2016

WHEREAS, at its meeting on November 24, 2015 the Town Board of the Town of Hempstead adopted Resolution No. 1397-2015 titled Resolution Declaring Vehicles of the Town of Hempstead Department of Water Obsolete and Authorizing Disposal Thereof; and

WHEREAS, the Director of Purchasing advertised for bids for the sale of said obsolete vehicles, contract titled "Sale of Obsolete Vehicles and Trailers, Formal Bid #1-2016"; and

WHEREAS, pursuant to such advertisement, bids were opened and read aloud in the office of the Department of Purchasing on February 2, 2016, and

WHEREAS, the Director of Purchasing has advised the Department of Water that only one (1) bid was received and referred that bid to the Commissioner of the Department of Water for examination and the Commissioner of the Department of Water reports said bid was as follows:

<u>Bidder</u>	<u>Bid Price</u>
Gershow Recycling Corp.	\$ 1,250.00

;and

WHEREAS, the bid submitted by Gershow Recycling Corp. was found to be reasonable; and recommended acceptance of said bid to the Town Board

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Gershow Recycling Corp., 71 Peconic Avenue, Medford, New York 11763, for the Sale of Obsolete Vehicles and Trailers, Formal Bid #1-2016, be accepted; and BE IT FURTHER;

RESOLVED that the funds received from Gershow Recycling Corp. be deposited into the Department of Water Sale of Scrap Metal Account (Revenue Acct. # 2650).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

18081

ADOPTED:

Council member offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF BID FOR THE LEASING OF NEW DIGITAL BLACK AND WHITE COPIERS FOR ALL TOWN OF HEMPSTEAD DEPARTMENTS AND AUTHORIZING SUPERVISOR TO EXECUTE A MASTER AGREEMENT

WHEREAS, after due advertisement by the Director of Purchasing, on behalf of all Town of Hempstead Departments for competitive bids under Contract#88-2015 for the Leasing of New Digital Black and White Copiers for the period from Upon Award to Three (3) Years; and

WHEREAS, the eleven (11) responses that were submitted, pursuant to said advertisement, were examined and reviewed by the Director of Purchasing as follows:

	<u>MONTHLY</u>
Canon Solutions America	\$17,883.42
Carr Business Systems, Inc.	\$ 9,680.27
Eastern Business Systems, Inc.	\$ 9,246.39
Konica Minolta Business Solutions USA, Inc.	\$13,541.45
Kyocera Document Solutions America, Inc.	\$ 9,426.07
New York Business Systems, Inc.	\$ 9,784.00
Northeastern Office Equipment, Inc.	\$ 9,279.25
Ricoh USA, Inc.	\$ 9,229.25
Superior Office Systems	\$ 9,136.00
Toshiba Business Solutions, (USA) Inc.	\$ 8,379.51
Xerox Corporation	\$13,450.98

WHEREAS, finding the following bidder to be the lowest responsible bidder.

Toshiba Business Solutions, Inc.
201 Old Country Road - Suite 100
Melville, NY 11747

ALL LEASE PRICES INCLUDE DELIVERY, SET UP AND TRAINING OF TOWN EMPLOYEES.

PRICES INCLUDE ALL MAINTENANCE, DRUMS, ALL PARTS, ALL LABOR, AND ALL SUPPLIES, INCLUDING STAPLES, EXCEPT PAPER.

ALL COPIERS TO BE LEASED FOR 36 MONTHS

ITEM MODEL

A TOSHIBA eStudio 477SL (500 COPIES PER MONTH)
 21 PPM Engine Speed
 Produce up to 8.5" x 14" output
 Minimum 600 x 600 dpi Image Resolution
 Minimum 640 MB memory;
 One (1) Paper Drawer (250 sheets)
 100-sheet Bypass
 Cabinet
 Automatic Duplex
 Reversing Auto Doc Feeder
 Super G3/LAN/Internet/IP Faxing.
 Note: Requires Data Overwrite Security System.
 HDD Encryption if a Hard Drive is installed.

	<u>MONTHLY RATE</u>
LEASE PRICE TO INCLUDE 500 COPIES PER MONTH	\$42.00
ANNUAL OVERAGE CHARGE PER COPY	.0125/copy
<u>AVAILABLE OPTIONS:</u>	
1) Additional 530 sheets drawer	6.00
2) Additional 530 sheets drawer	6.00
3) Standard 320 GB Self-Encrypting Hard Drive	Incl.
4) Scan to Media - standard	Incl.

- a) OUTPUT SPEED (CPM) OF THE MACHINE 49
- b) AUTO DUPLEXING YES

B TOSHIBA eStudio 307 (3,000 COPIES PER MONTH)
 28 PPM Engine Speed
 Produce up to 11" x 17" output
 Minimum 600 x 600 dpi Image Resolution
 Minimum 768 MB RAM Memory & 40 GB Hard Drive
 Reversing Automatic Document Feeder, Network Print/Scan (B&W and Color)
 Automatic Duplex
 Two (2) Paper Drawers (1,050 sheets)
 100-sheet Bypass
 Cabinet
 Data Overwrite Security System; HDD Encryption; Encrypted Secure

Item #

32
11776

Case #

MONTHLY RATE

LEASE PRICE TO INCLUDE 3,000 COPIES PER MONTH \$75.35
ANNUAL OVERAGE CHARGE PER COPY .0085/copy

AVAILABLE OPTIONS

- | | |
|-------------------------------|-------|
| 1) STAPLER/FINISHER | 13.00 |
| 2) 2/3 HOLE PUNCH | 6.00 |
| 3) FAX FUNCTIONALITY | 6.00 |
| 4) INTERNAL TRAY | 2.00 |
| 5) SCAN TO MEDIA - standard | Incl. |
| 6) Postscript Unit - standard | Incl. |
| 7) Additional Trays | 7.00 |

- a) OUTPUT SPEED (CPM) OF THE MACHINE 30
b) AUTO DUPLEXING YES

C TOSHIBA eStudio 357 (6,000 COPIES PER MONTH)

33 PPM Engine Speed;
Produce up to 11" x 17" output
Minimum 600 x 600 dpi Image Resolution
Minimum 768 MB RAM Memory and 40GB Hard Drive
Reversing Automatic Document Feeder - Network Print/Scan (B&W and Color)
Automatic Duplex
Two (2) Paper Drawers (1,050 sheets)
100-sheet Bypass
Cabinet
Data Overwrite Security System; HDD Encryption; Encrypted Secure Print.

MONTHLY RATE

LEASE PRICE TO INCLUDE 6,000 COPIES PER MONTH \$86.70
ANNUAL OVERAGE CHARGE PER COPY .006/copy

AVAILABLE OPTIONS:

- | | |
|----------------------|-------|
| 1) STAPLER/FINISHER | 13.00 |
| 2) 2/3 HOLE PUNCH | 6.00 |
| 3) FAX FUNCTIONALITY | 6.00 |
| 4) INTERNAL TRAY | 2.00 |
| 5) SCAN TO MEDIA | Incl. |
| 6) POSTSCRIPT UNIT | Incl. |
| 7) ADDITIONAL TRAYS | 7.00 |

- a) OUTPUT SPEED (CPM) OF THE MACHINE 35
b) AUTO DUPLEXING YES

D TOSHIBA eStudio 457 (7,500 COPIES PER MONTH)

40 PPM Engine Speed
Produce up to 11" x 17" output
Minimum 600 x 600 dpi Image Resolution
Minimum 1 GB RAM Memory - 128 GB Hard Drive
Reversing Automatic Document Feeder - Network Print/Scan (B&W and Color)
Automatic Duplex
Two (2) Paper Drawers (1,100 sheets)
100 sheet Bypass
Data Overwrite Security System; HDD Encryption; Encrypted Secure Print.

MONTHLY RATE

LEASE PRICE TO INCLUDE 7,500 COPIES PER MONTH \$105.82
ANNUAL OVERAGE CHARGE PER COPY .006/copy

AVAILABLE OPTIONS:

- | | |
|-------------------------------|-------|
| 1) STAPLER-FINISHER | 13.00 |
| 2) 2/3 HOLE PUNCH | 6.00 |
| 3) FAX FUNCTIONALITY | 6.00 |
| 4) INTERNAL TRAY | 2.00 |
| 5) SCAN TO MEDIA - standard | Incl. |
| 6) POSTSCRIPT UNIT - standard | Incl. |
| 7) ADDITIONAL TRAYS | 7.00 |

- a) OUTPUT SPEED (CPM) OF THE MACHINE 45
b) AUTO DUPLEXING YES

E TOSHIBA eStudio 507 (15,000 COPIES PER MONTH)

50 PPM Engine Speed;
Produce up to 11" x 17" output;
Minimum 600 x 600 dpi Image Resolution;
Minimum 1 GB RAM Memory and 128 GB Hard Drive
Reversing Automatic Document Feeder - Network Print/Scan (B&W and Color)
Automatic Duplex;
Two (2) Paper Drawers (1,100 sheets)
100 sheet Bypass;
Data Overwrite Security System; HDD Encryption; Encrypted Secure Print.

	<u>MONTHLY RATE</u>
LEASE PRICE TO INCLUDE 15,00 COPIES PER MONTH	\$166.64
ANNUAL OVERAGE CHARGE PER COPY	.0059/copy
<u>AVAILABLE OPTIONS:</u>	
1) STAPLER-FINISHER	13.00
2) 2/3 HOLE PUNCH	6.00
3) FAX FUNCTIONALITY	6.00
4) INTERNAL TRAY	2.00
5) SCAN TO MEDIA	Incl.
6) POSTSCRIPT UNIT	Incl.
7) ADDITIONAL TRAYS	7.00
a) OUTPUT SPEED (CPM) OF THE MACHINE	50
b) AUTO DUPLEXING	YES

F TOSHIBA eStudio 657 (27,500 COPIES PER MONTH)

60 PPM Engine Speed
 Produce up to 11" x 17" output.
 Minimum 1200 x 1200 dpi Image Resolution
 Minimum 1 GB RAM Memory and 250 GB Hard Drive
 150-SHEET Color Single Pass Duplex Document Feeder
 Network Print, -- Network Scan (B&W and Color) capability
 Three (3) Paper Draws (One Dual Bank) - 4,200-sheet capacity
 100 sheet Bypass
 Data Overwrite Security System; HDD Encryption; Encrypted Secure Print.

	<u>MONTHLY RATE</u>
LEASE PRICE TO INCLUDE 27,500 COPIES PER MONTH	\$260.70
ANNUAL OVERAGE CHARGE PER COPY	.0055/copy
<u>AVAILABLE OPTIONS:</u>	
1) STAPLER-FINISHER	29.00
2) 2/3 HOLE PUNCH	7.00
3) FAX FUNCTIONALITY	6.00
4) SCAN TO MEDIA	Incl.
5) POSTSCRIPT UNIT	Incl.
6) ADDITIONAL TRAYS -7,600 sheets paper supply	Incl.

- a) OUTPUT SPEED (CPM) OF THE MACHINE 65
 b) AUTO DUPLEXING YES

WHEREAS, the Director of Purchasing after reviewing the bid from Toshiba Business Solutions, Inc., 201 Old Country Road, Melville, NY 11747, (Net) recommends the acceptance of said bid in accordance with Contract #88-2015 at the rates and conditions herein set forth for the Leasing of New Digital Black and White Copiers as fair and reasonable and that the bidder appears to be duly qualified and;

WHEREAS, the Department Head, for each respective department, is authorized to execute a document required for the delivery of each copier(s) requested for use in their department.

NOW THEREFORE, BE IT

RESOLVED, that the bid submitted by Toshiba Business Solutions, Inc., 201 Old Country Road, Suite 100, Melville, NY 11747, as described above be accepted, and the Master Agreement submitted by Toshiba Business Solutions, Inc. be executed and said payments to be charged against the appropriate accounts of the Town Departments..

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 ACCEPTING BID AND AWARDING
THE CONTRACT FOR THE POINT LOOKOUT PLAYGROUND
RECONSTRUCTION, POINT LOOKOUT, NEW YORK
PW #48-15REBID

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the Point Lookout Playground Reconstruction, Point lookout, NY, and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on February 11, 2016 at 11 o'clock in the forenoon; and

WHEREAS, the following bids were received and referred to the Commissioner of the Department of Parks and Recreation for examination and report:

<u>Contractors</u>	<u>Total Bid</u>
Woodstock Construction Group, LTD 41 Ludlam Ave. Bayville, NY 11709	\$73,140.00
PSL Industries 640 6 th Street Ronkonkoma, NY 11779	\$119,150.00
Louis Barbato Landscaping, Inc. 1600 Railroad Ave. Holbrook, NY 11741	\$135,933.00
Saracino Construction Corp. 36 Potter Street Patchogue, NY 11779	\$147,118.00
SIBA Contracting Corp. 43 Wilmington Drive Melville, NY 11747	\$179,550.00

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the lowest bid was received from Woodstock Construction Group, LTD 41 Ludlam Ave., Bayville, NY 11709 in the sum of \$73,140.00 and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified:

NOW, THEREFORE, BE IT

RESOLVED, that the bid, of Woodstock Construction Group, LTD., in connection with the Point Lookout Playground Reconstruction, Point Lookout, NY, in the amount of \$73,140.00, be accepted subject to the execution of a contract by it; and

Item# 33

Case # 16905

BE IT FURTHER

RESOLVED, that upon execution of the contract by the successful bidder and the submission of the required performance bond and insurance and the approval thereof by the Town Attorney, the Supervisor be and hereby is authorized to execute the said contract on behalf of the Town of Hempstead; and

BE IT FURTHER

RESOLVED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, be filed in the Town Clerk's office with the contract; and

BE IT FURTHER

RESOLVED, that the Supervisor be and hereby is authorized to make payments under the contract executed by the successful bidder from Account number 8653-509-8653-5010.

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 ACCEPTING BID AND AWARDING CONTRACT FOR LABOR RELATED TO THE ANNUAL INSPECTION, MAINTENANCE AND REPAIR OF THE DEPARTMENT'S HEATING UNITS LOCATED IN WELL HOUSES AND ONE AT THE DEPARTMENT'S OPERATIONS & MAINTENANCE BUILDING (CONTRACT 100-2015).

WHEREAS, the Town of Hempstead Department of Water has heating units at well houses and one in the Department's Operations and Maintenance Building; and

WHEREAS, the Department of Water requires the services of a Heating Ventilation and Air Conditioning contractor to perform annual inspections of these facilities, perform start up services and perform repairs as needed to this equipment, and

WHEREAS, the Director of Purchasing advertised a contract for these services, Contract 100-2015, and at a public bid opening held on December 7, 2015 received four bid responses and referred these bids to the Department of Water for examination and report; and

WHEREAS, the Commissioner of the Department of Water reports that the bids received were as follows:

<u>Bidder</u>	<u>Total Corrected Comparison Bid Price</u>
Ultimate Power Inc.	\$ 7,670.00
All Weather Temperature Control	\$14,150.00
Pipe Doctor Plumbing and Heating	\$17,902.00
Best Climate Control	\$29,800.00

;and

WHEREAS, the Director of Purchasing has advised the Department of Water that in a letter dated December 30, 2015, Ultimate Power Inc., the apparent low bidder based on total corrected comparison bid price, stated that their bid price was not presented correctly on the bid form causing a mathematical error and requesting to withdraw their bid; and

WHEREAS, the next lowest bidder based on total comparison bid price was All Weather Temperature Control, Inc.; and

WHEREAS, the Commissioner of the Department of Water has determined that the unit prices bid for the work items are reasonable and recommends that the contract be awarded to All Weather Temperature Control, Inc., having offices at 35 Court Street, Copiague, NY 11726

NOW, THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized on behalf of the Department of Water to accept the bid for maintenance service of the Department's heating units (Contract 100-2015) submitted by All Weather Temperature Control, Inc., 35 Court Street, Copiague, NY 11726, and to make payments from the Department of Water Building Maintenance Account 500-006-8310-4090.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

34

Case #

72356

CASE NO:

RESOLUTION:

Adopted:

Council
adoption:

offered the following resolution and moved its

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION
AND DETERMINATION OF NON-SIGNIFICANCE IN RELATION TO
THE PROPOSED AMENDMENT OF SECTION 336.G (3) OF ARTICLE XXXIII
OF THE BUILDING ZONE ORDINANCE IN RELATION TO PROHIBITING
COIN-OPERATED OR OTHER FEE BASED AIR COMPRESSORS AT
GASOLINE SERVICE STATIONS LOCATED IN THE GASOLINE SERVICE STATION
DISTRICT.

WHEREAS, the Town Board of the Town of Hempstead is empowered to amend the Building
Zone Ordinance of the Town of Hempstead, pursuant to Article 16 of the Town Law of the State of New
York and Article XXVI of the Building Zone Ordinance of the Town of Hempstead, both as amended; and

WHEREAS, it appears to be in the best public interest to consider the proposed amendment of
section 336.G (3) of Article XXXIII of the Building Zone Ordinance in relation to prohibition of coin-
operated or other fee based air compressors at gasoline service stations located in the gasoline service
station district; and

WHEREAS, pursuant to Article 8 of the New York State Environmental Conservation Law and
6NYCRR Part 617 (S.E.Q.R.) amending the Building Zone Ordinance is an "Unlisted Action" and will not
have a significant adverse effect on the environment; and

WHEREAS, by enacting said Amendment to the Building Zone Ordinance, this Town Board
implements a measure that will ensure that adverse environmental impacts will be minimized to the
maximum extent practicable;

NOW, THEREFORE, BE IT

RESOLVED, that the requirements of S.E.Q.R. have been met; and BE IT FURTHER

RESOLVED, that this Town Board hereby declares that the proposed amendment of Section
336.G (3) of Article XXXIII of the Building Zone Ordinance in relation to prohibiting coin-operated or
other fee based air compressors at gasoline service stations located in the gasoline service station district,
and a Negative Declaration under S.E.Q.R. are consistent with considerations of public interest; and BE IT
FURTHER

RESOLVED, that consistent with balancing social, economic and environmental considerations
the action to be carried out is one that minimizes, to the maximum extent practicable, adverse
environmental impacts; and BE IT FURTHER

RESOLVED, that the S.E.Q.R. process has been satisfied and completed with the completion of
the above mentioned review and duly approved Negative Declaration.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Done 35
11/11/76

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR OF THE TOWN OF HEMPSTEAD TO EXECUTE AN AGREEMENT TO TRANSFER OWNERSHIP AND OPERATION OF BICYCLE LOCKER FACILITIES BETWEEN THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE TOWN OF HEMPSTEAD

WHEREAS, the Parties desire to cooperate in efforts to increase and improve bicycle use by providing Long Island Rail Road, (LIRR) commuters with bicycle locker facilities, and in furtherance of that objective the Parties desire to enter into this Agreement for operation of bicycle locker facilities to be located near the Baldwin, Bellmore, Wantagh, and Oceanside LIRR Stations; and

WHEREAS, providing bike lockers near the LIRR stations will further the goals of increasing the use of alternative means for commuters to reach the LIRR station; and

WHEREAS, the bike lockers to be used under this Agreement are, at present, owned by New York State Department of Transportation (NYSDOT); and

WHEREAS, it has been determined that the transfer of ownership and operation of twenty six (26) bike lockers from NYSDOT to the Town will best serve the public; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized and directed to execute the Agreement to transfer ownership and operation of the twenty six (26) bicycle lockers between the New York State Department of Transportation and the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

21487

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC., AUTHORIZING A GRANT FOR YOUTH SERVICES.

WHEREAS, the Town of Hempstead (hereinafter the "Town") has entered into a comprehensive agreement with Nassau County through the Nassau County Department of Human Services (hereinafter the NCDHS), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and whose application has been authorized by the Town Board under Resolution No. 197-2016, adopted February 9th, 2016; and

WHEREAS, the BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC. having its principal office at 70 Acorn Lane, Levittown, NY 11756, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2015 and terminating December 31, 2015; and

WHEREAS, this Town Board deems it to be in the public interest to approve said application made to the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and the BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2015 and terminating December 31, 2015; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment to the BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC., the sum of TEN THOUSAND SIX HUNDRED THREE and 00/100 (\$10,603.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 030-006-8020-4740/Youth Guidance; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is authorized to make claim upon the NCDHS for reimbursement of the Town's expenditure to the extent provided for by the terms of the NCDHS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()
NOES: ()

Item # 38

Case # 26493

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT
WITH GATEWAY YOUTH OUTREACH, INC.,
AUTHORIZING A GRANT FOR YOUTH SERVICES.**

WHEREAS, the Town of Hempstead (hereinafter the "Town") has entered into a comprehensive agreement with Nassau County through the Nassau County Department of Human Services (hereinafter the NCDHS), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and whose application has been authorized by the Town Board under Resolution No. 197-2016, adopted February 9th, 2016; and

WHEREAS, the GATEWAY YOUTH OUTREACH, INC. having its principal office at 534 Elmont Road, Elmont, NY 11003, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2015 and terminating December 31, 2015; and

WHEREAS, this Town Board deems it to be in the public interest to approve said application made to the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and the GATEWAY YOUTH OUTREACH, INC., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2015 and terminating December 31, 2015; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment to the GATEWAY YOUTH OUTREACH, INC., the sum of SEVEN THOUSAND ONE HUNDRED TWO and 00/100 (\$7,102.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 030-006-8020-4740/Youth Guidance; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is authorized to make claim upon the NCDHS for reimbursement of the Town's expenditure to the extent provided for by the terms of the NCDHS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CASE NO.

RESOLUTION NO.

Adopted:

Council
moved its adoption:

offered the following resolution and

RESOLUTION AMENDING CONTRACT AND AUTHORIZING FINAL PAYMENT TO RICHARD W. GRIM INC. FOR WORK REQUIRED IN THE COMPLETION OF THE CONTRACT FOR STORM WATER DRAIN AND ROAD IMPROVEMENT TINKER DRIVE- CHANCE DRIVE AREA, OCEANSIDE WITHIN THE UNINCORPORATED AREAS OF THE TOWN OF HEMPSTEAD, PW# 22-15

WHEREAS, Richard W. Grim Inc., Box 875, Remsenburg, New York 11960, had been awarded a contract for the Storm Water and Drain and Road Improvement Tinker Drive – Chance Drive Oceanside, within the Unincorporated Areas of The Town Of Hempstead; and

WHEREAS, it was determined during the course of construction that increases and decreases in quantities of certain contract items and were necessary to satisfactorily complete the contract; and

WHEREAS, it was necessary for the Commissioner of Engineering to order the Contractor to effectuate such decreases and increases in certain of the contract items and, at the unit or lump sum prices as noted as follows:

INCREASES IN CERTAIN CONTRACT ITEMS

<u>Item #</u>	<u>Quantity</u>		<u>Unit Price</u>
16SS-1	3 EA	Change Elev.San.Sewer MH@.....	4000.00 / EA
26SS	267 LF	Cement Concrete Curb & Gutter @.....	44.00 / LF
28X	529 SF	Cement Concrete Driveway Aprons @.....	10.00 / SF
35	6 LF	Resetting Guide Rail @.....	4.00 / LF
36DX-M	84 Ton	Asphalt Concrete Binder @.....	65.00 / Tons
200SS-2	39 SY	Restoration (Topsoil & Sod) @.....	12.00 / SY
210SS-2	1509 LF	Reflectorized Pvmt Markings @.....	1.00 / LF
361	46 EA	Adjust & Relocate of Sprinklers @.....	110 / EA

DECREASES IN CERTAIN CONTRACT ITEMS

1A-SS	1 EA	Tree Removal 4"-12" Dia.....	150.00 / EA
1AX-SS	1 EA	Tree Removal 4"-12" Dia.....	150.00 / EA
1B-SS	1 EA	Tree Removal 12"-24" Dia.....	1000.00 / EA
1BX-SS	1 EA	Tree Removal 12"-24" Dia.....	250.00 / EA
1C-SS	2 EA	Tree Removal 24"-36" Dia.....	1200.00 / EA
1CX-SS	1 EA	Tree Removal 24"-36" Dia.....	350.00 / EA
1D-SS	1 EA	Tree Removal 36"& Over" Dia.....	450.00 / EA
1DX-SS	1 EA	Tree Removal 36" & Over" Dia.....	450.00 / EA
1G-SS	2 EA	Stump Removal @.....	1200.00 / EA
2X	650 CY	Unclassified Excavation @10 / CY
2X-1	50 CY	Unclassified Excavation @	60.00 / CY
4AX	6 EA	Cement Concrete (Break Pvmt) @.....	1.00 / EA
5C	120 CY	Select Fill @.....	.10 / CY
7	60 CY	Prepare Fine Grade @.....	.10 / CY
12HDPE-ST-15	9 LF	15" High Density Poly Drain Pipe @.....	100.00 / LF
12HDPE-ST-18	5 LF	18" High Density Poly Drain Pipe @.....	100.00 / LF
12HX	235 LF	Clean Existing Drain Facility @.....	.10 / LF
16SS-2	2 EA	Change Elev.San.Sewer MH@.....	1.00 / EA
16SS-3	3 EA	Change Elev. MH & drop Inlet@.....	1.00 / EA
22C-2	45 Tons	Dense Grade Base Course Asph/Conc @.....	1.00 / Tons
24X	1.20 CY	Cement Concrete Pavement @.....	1.00 / CY
26SS-FS	100 LF	Conc.Comb.Curb & Gutter W/2x4 @.....	42.00 / LF
27	7 SF	Concrete Sidewalk @.....	8.00 / SF
27SS-MW	64 SF	Remove and Replace Masonry Walk @.....	Item # 9.00 / SF

40

Case # 29281

28SS-MD	50 SF	Remove and Replace Brick DW & Aprons @..	2.00 / SF
29X	100 SF	Driveway Restoration @.....	.10 / SF
36DRA	9 Tons	Asphalt Concrete Binder Type 1A @.....	70.00 / Tons
36DX	10 Tons	Temporary Asphalt Pvmt @.....	70.00 / Tons
36E	102 Tons	Asphalt Concrete Type 1AC @.....	65.00 / Tons
39SS-1	1 Ton	Dust Palliative (Calcium Chloride) @...	2.00 / Ton
40SS-1	70 Gal	Applying Bit Mat Paint & Seal @.....	.10 / Gal
58SS-1	83 LF	Saw Cut Existing Concrete @.....	.10 / LF
58SS-2	200 LF	Saw Cut Existing Asphalt @.....	.10 / LF
200SS-1	250 SY	Restoration (Topsoil & Seed) @.....	.10 / SY
202SS	2 EA	Test Holes @.....	100.00 / EA
398	25 CY	Dense Graded Aggregate Base @.....	1.00 / CY
500	557 SY	Mixed In Place Stabl. Base Course.@.....	1.00 / SY
504A	3 EA	Catch Basin Inserts Type A @.....	1.00 / EA
504B	3 EA	Catch Basin Inserts Type B @.....	1.00 / EA
510	2007 Gal	Bituminous Material Emulsified @.....	.75 / Gal
520	10 Tons	Soil Stabilization AD Mixture @.....	1.00 / Tons

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

WHEREAS, the Commissioner of Engineering has advised the Town Board that the increases in certain contract items and, less the decreases in certain contract items will result in an increase of \$14,575.75 in the contract price of the improvement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to pay Richard W. Grim Inc. the total amended contract price of \$506,857.75 and to amend the contract to reflect the above described increases and decreases in certain contract items necessary for the proper completion of, Storm Water Drain And Road Improvement Tinker Drive - Chance Drive, Oceanside within the Unincorporated Areas of The Town Of Hempstead which monies is to be paid out of Town Highway Capital Improvement funds.
Account # 9546-503-9546-5010

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 A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
CAPITAL ACCESS, INC., 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 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 a land use planning firm to provide planning and other necessary data with respect to the implementation of community development projects; 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 spread newspaper; and

WHEREAS, the R.F.P. process resulted in four (4) 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 CAPITAL ACCESS, INC., with offices at 325 Chestnut Street - Suite 917, Philadelphia, PA 19106, is qualified to provide land use planning and other necessary data in connection with the 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 CAPITAL ACCESS, INC., for a term beginning January 1, 2016 ending December 31, 2016, or upon completion of project, 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 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 Community Development Account; and

Item #

Case #

41
29440

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payments to CAPITAL ACCESS, INC., in accordance with a fee structure attached as Schedule "A" and made part of the contract between the Town of Hempstead and CAPITAL ACCESS, INC., upon receipt by said Commissioner of a claim form completed by the land use planning firm 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
CAPITAL ACCESS, 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 CAPITAL ACCESS, INC., Consultants (hereinafter called "Consultants"), with offices at 325 Chestnut Street - Suite 917, Philadelphia, PA 19106.

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 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 four (4) proposals from various firms, has recommended that the consultant firm of CAPITAL ACCESS, INC., having its principal office at 325 Chestnut Street- Suite 917, Philadelphia, PA 19106, 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 "B" and Schedule "A" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

4. TIME AND METHOD OF PERFORMANCE

This contract shall be effective for a term from 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. 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.

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 "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.

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 \$20,000.00, 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.

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 reserve 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. 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".

8. 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

CAPITAL ACCESS, INC.

By: Jeremy Newberg
Principal
Jeremy Newberg
CEO of

APPROVED AS TO CONTENT
DATE 2/4/16
Katrina R. Brak
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/4/16

Approved: Cheryl Petri
Cheryl Petri, Executive Assistant
Date: 2/17/16

APPROVED
By: [Signature] Date: 2/12/16
[Signature] 2/16/16
KEVIN R. CONROY
TOWN COMPTROLLER

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this _____ day of _____, 2016, before me personally came ANTHONY J. SANTINO known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 7 Rose Lane, East Rockaway, New York, NY 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 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 the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

Notary Public

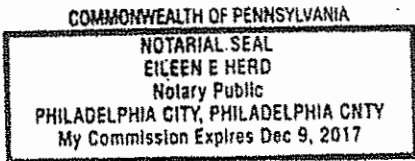
STATE OF PENNSYLVANIA)

: ss.:

COUNTY OF Phila.)

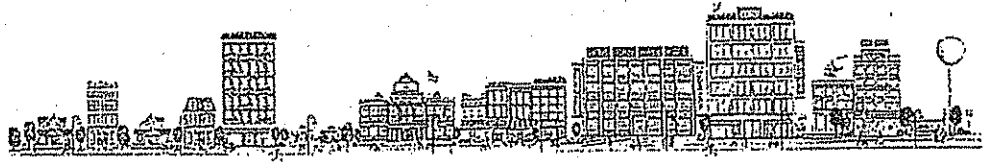
On this 15th day of JAN., 2016, before me personally appeared JEROME NEWBERG, to me known, who being by me duly sworn did depose and say that he resides at 220 Locust 16B Phila PA 19106 and that he is the CEO of CAPITAL ACCESS, INC., the firm described in and which executed the foregoing instrument.

Eileen E Herd
Notary Public





CAPITAL ACCESS



Vision • Strategy • Implementation

Staff Hourly Rates

Job Classification	Hourly Rate
Senior Consultant	\$135
Subject Matter Expert	\$135
Associate Consultant	\$100
Compliance Specialist	\$75
Financial Manager	\$50

SCHEDULE "A"

**PUBLIC NOTICE
REQUEST FOR PROPOSAL
PLANNING & COMMUNITY DEVELOPMENT
PROFESSIONALS**

The Town Of Hempstead 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 professional planning firms with an established record of experience within the broad range of federal and municipal programs. The Town reserves the right to select some, all or none of the services identified in this request for proposals. A one-year contract will be issued with the option of a one-year extension subsequent to review of the firms performance. The Town reserves the right to reject any or all proposals.

SCOPE OF SERVICES

The Town Of Hempstead administers the Federal Community Development Block Grant through its Department of Planning & Economic Development. Selected planning firms will be expected to provide their expertise, advice and opinions for the following services:

LIST OF SERVICES

- General Administration and Planning
- Preparation of program budget, review and evaluation
- Contract compliance review
- Regulation compliance, evaluation and review
- Performance reports
- Act as liaison between various agencies including HUD, NYS, Nassau County and any federal, state or local municipal agencies
- Familiarity with sub recipient agreements and administration thereof
- Project eligibility, administration and planning
- Program guidelines
- Contract compliance
- Document preparation
- Preparation of environmental clearances (NEPA) as required by HUD regulations

Planning consultants must be able to demonstrate their experience with the Community Development Block Grant, planning and management, federal funding, fiscal planning and management, federal program planning and management, legal restrictions, knowledge of federal CDBG rules and regulations and good communication skills. Proposals will be graded as follows:

	<u>Weighted Evaluation Values</u>
• Community Development Planning & Management, Knowledge Of Rules and Regulations	30 points
• Municipal Planning & Management	20 points
• Administration of Federal Funds	20 points

SCHEDULE "B"

- Federal Planning & Management 10 points
- Municipal regulations
Planning & Management 15 points
- Communication Skills 5 points

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 Wednesday, August 26, 2015. A set of ten (10) proposal copies should be addressed to the attention of George Bakich, Commissioner, Department of Planning & Economic Development. Any questions, contact Jonathan Crist, Deputy Commissioner, (516) 538-7100 Ext.7347.

This department reserves the right to reject all proposals. We encourage minority and women-owned business enterprises to apply.



KATE MURRAY
SUPERVISOR

GEORGE BAKICH
COMMISSIONER

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.

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"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 CAMERON ENGINEERING
& ASSOCIATES, LLP, TO PROVIDE PROFESSIONAL
SERVICES IN CONNECTION WITH THE COMMUNITY
DEVELOPMENT PROGRAMS OF THE TOWN OF
HEMPSTEAD.**

WHEREAS, the Town of Hempstead sponsors a Community Development Program in cooperation in cooperation with the Nassau County Urban 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 Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development requires the services of engineering 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 nine (9) 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 CAMERON ENGINEERING & ASSOCIATES, LLP, with offices at 100 Sunnyside Boulevard, Woodbury, NY 11797 are qualified to provide engineering 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 CAMERON ENGINEERING & ASSOCIATES, LLP, for a term beginning January 1, 2016 and ending December 31, 2016, with an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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

Item #

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Case #

24970

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payments to CAMERON ENGINEERING & ASSOCIATES, LLP, in accordance with a fee structure attached as Schedule "B" and make part of this contract between the Town of Hempstead and CAMERON ENGINEERING & ASSOCIATES, LLP 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
CAMERON ENGINEERING & ASSOCIATES, LLP

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 CAMERON ENGINEERING & ASSOCIATES, LLP, Engineering Consultants (hereinafter called "Consultants") with offices at 100 Sunnyside Boulevard, Suite 100, Woodbury, NY 11797.

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 engineer 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 nine (9) proposals from various firms, has recommended that CAMERON ENGINEERING & ASSOCIATES, LLP having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, NY 11797, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the engineering 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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

CAMERON ENGINEERING & ASSOCIATES, LLP

By: *John D. Cameron, Jr.*
John D. Cameron, Jr., P.E.,
Managing Partner

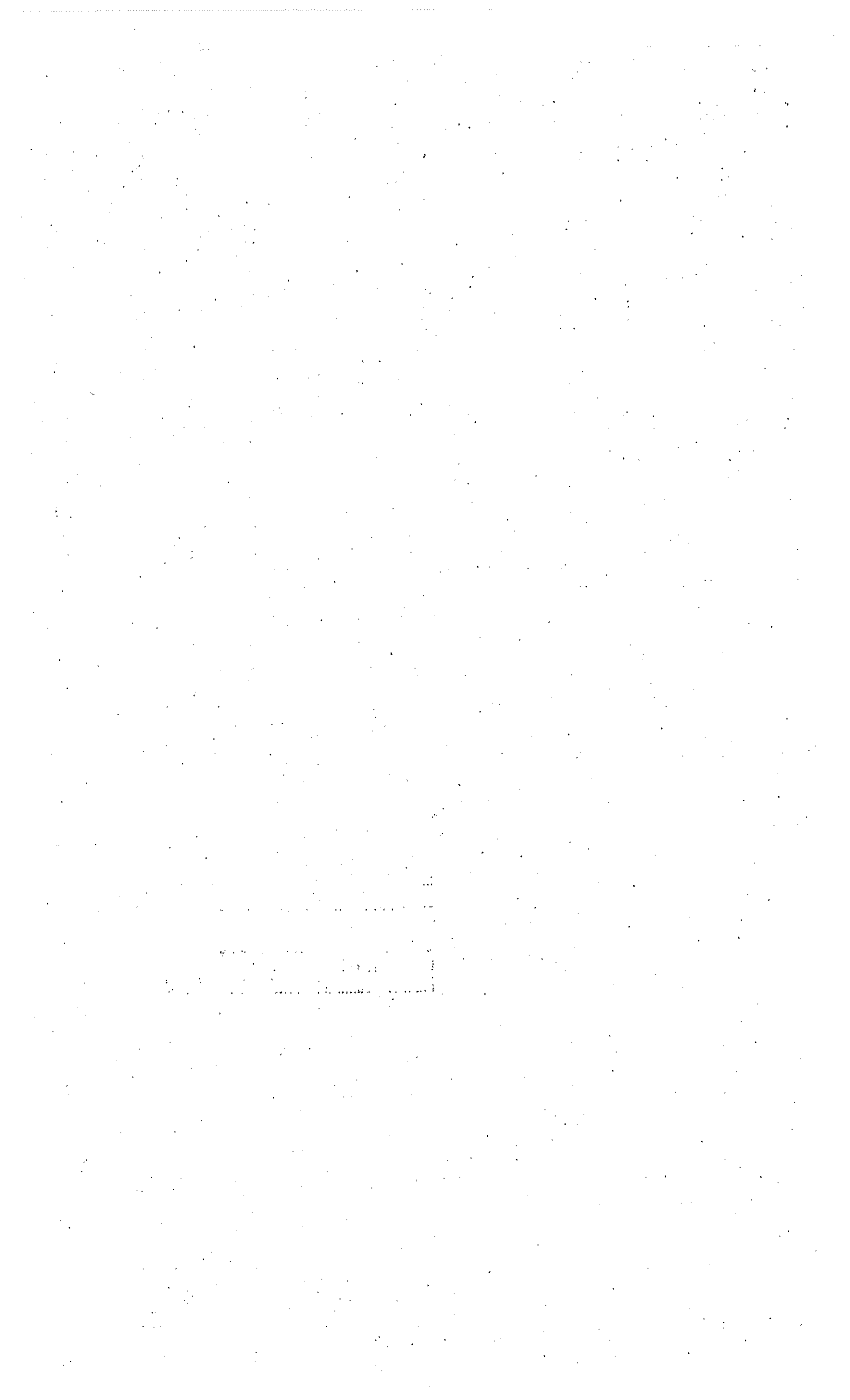
APPROVED AS TO CONTENT
DATE: 2/10/16

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

Approved: *Cheryl Peiry*
Cheryl Peiry, Executive Assistant
Date: 2/18/16

APPROVED
By: *Kevin R. Conroy* Date: 2/12/16
Kevin R. Conroy 2/16/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO FORM
Charles B. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/11/16



PLEASE PRINT OR TYPE
NAME, ADDRESS, CITY, STATE, ZIP
CITY, STATE, ZIP
CITY, STATE, ZIP

PUBLIC NOTICE

REQUEST FOR PROPOSALS

ENGINEERING SERVICES

The Town of Hempstead is seeking proposals from qualified engineering firms to provide technical assistance and consulting services for the Department of Planning & Economic Development. Interested parties should be familiar with the Town of Hempstead. The firm should also be able to research, design, and prepare bid specifications.

Consultant services may include, but are not limited to assisting the Town of Hempstead during the bid phase and the preparation of contract documents suitable for the solicitation of contractor bids for Downtown Beautification Projects. Prospective firms should include in their proposal the following:

1. Provide the address of your headquarters and satellite offices, along with the names and address of all principals.
2. Provide general qualifications for all disciplines provided by your firm.
3. Provide a listing of all contracts within the past five (5) years with all government and /or not for profit agencies.
4. List a specific contact person who will coordinate all day to day operations to the Town of Hempstead.
5. Provide a fee schedule associated with each employee and their discipline.

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 firms performance and Town Board approval.

The Town reserves the right to reject any or all proposals.

Selection and award will be based on the following: Qualification, Presentation, Price and familiarity with the reconstruction of Downtown Beautification Streetscapes throughout the Town of Hempstead.

Four (4) copies of your proposals must be submitted to Joseph Marshiano at the Town of Hempstead Department of Planning & Economic Development located at 200 North Franklin Street, Hempstead, New York 11550 no later than 4:00 pm on Thursday, August 6, 2015. For additional information regarding the program please contact Joseph Marshiano at (516) 538-7100 x 415. The Town of Hempstead is an Equal Opportunity Employer. We encourage minority and Woman owned business to apply.

KATE MURRAY, SUPERVISOR
TOWN OF HEMPSTEAD

GEORGE L. BAKICH, COMMISSIONER
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT



SCHEDULE 'A'



Response to Request for Proposal
Town of Hempstead
 Engineering Services for
 Downtown Beautification Streetscapes

FEE SCHEDULE

Title	Hourly Rate
Managing Partner	\$221
Senior Partner	\$221
Partner / Principal	\$221
Senior Associate	\$221
Associate	\$221
Chief Landscape Architect / Chief Planner	\$215
Engineering Project Manager	\$215
Chief Engineer / Engineering Manager	\$215
Senior Engineer	\$210
Senior Project Engineer	\$205
Senior Environmental Analyst / Senior Planner	\$200
Project Engineer / Senior Construction Manager	\$194
Senior Design Engineer / Chief Designer / Chief Resident On-Site Field Representative	\$189
Manager	\$184
Senior Designer / Planner III / Construction Manager / Environmental Analyst III / Senior Landscape Architect	\$179
Engineer V / Senior Project Designer / Environmental Analyst III / Senior Resident On-Site Field Representative	\$168
Engineer IV / Project Designer / Senior Project Technician	\$163
Engineer III / Designer V / Planner II / Senior On-Site Field Representative / Landscape Architect / Environmental Analyst II	\$158
Senior CADD Operator / Project Technician / On-Site Field Representative V	\$152
Engineer II / Designer IV / Environmental Analyst I / Planner I	\$147
Engineer I / Designer III / Junior Planner / Senior Technician / On-Site Field Representative IV	\$137
Designer II / Junior Environmental Analyst / Technician III / On-Site Field Representative III / Building Department Liaison	\$126
Draftsman / CADD Operator / Technician II / On-Site Field Representative II	\$116
Designer I / Technician I / On-Site Field Representative I	\$110
Senior Technician / Project Analyst II	\$100
Word Processing Specialist / Project Analyst I	\$89
Engineering Aide	\$84



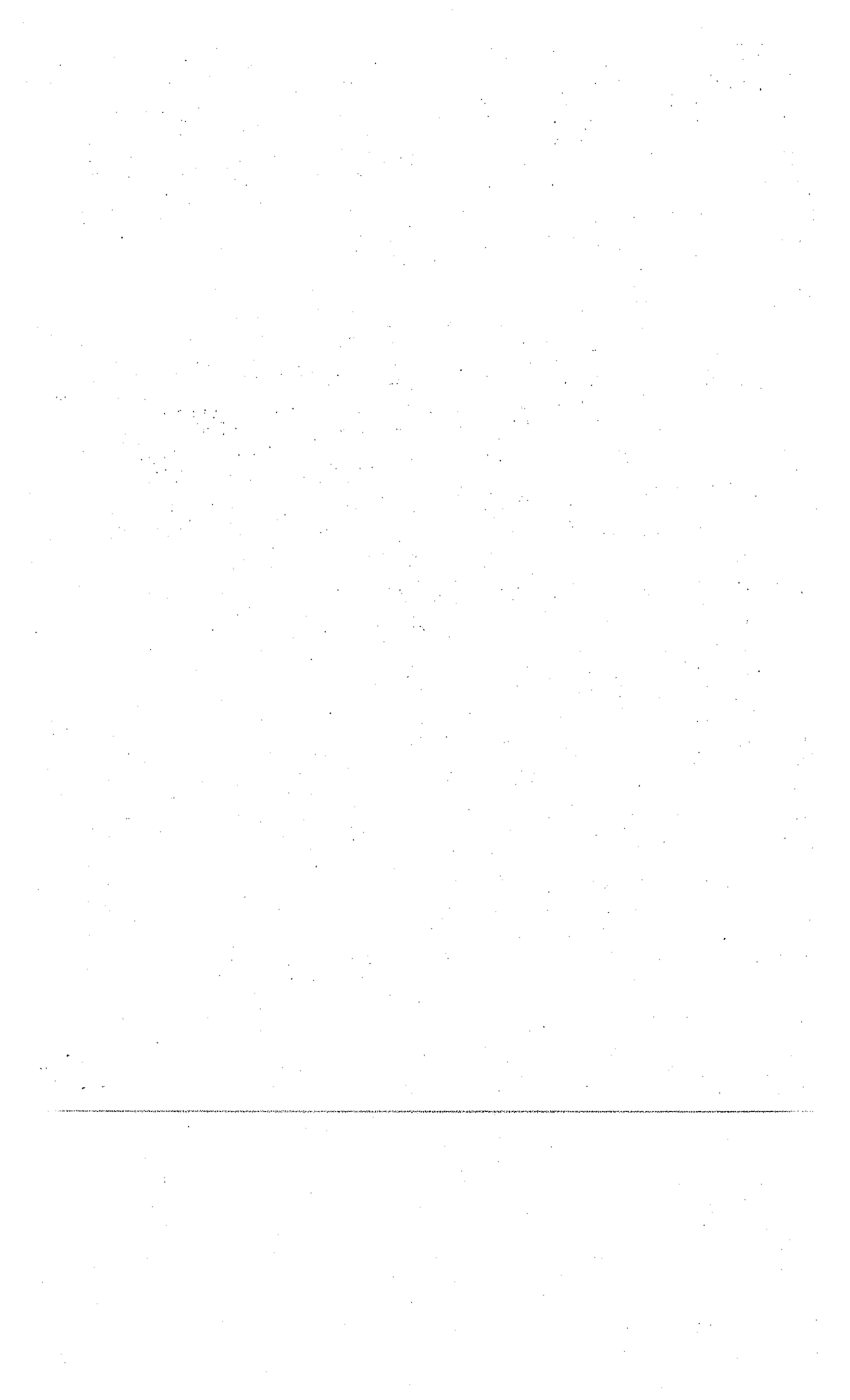
SCHEDULE "B"

Information

Firm Overview

Staffing

Firm Experience



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.

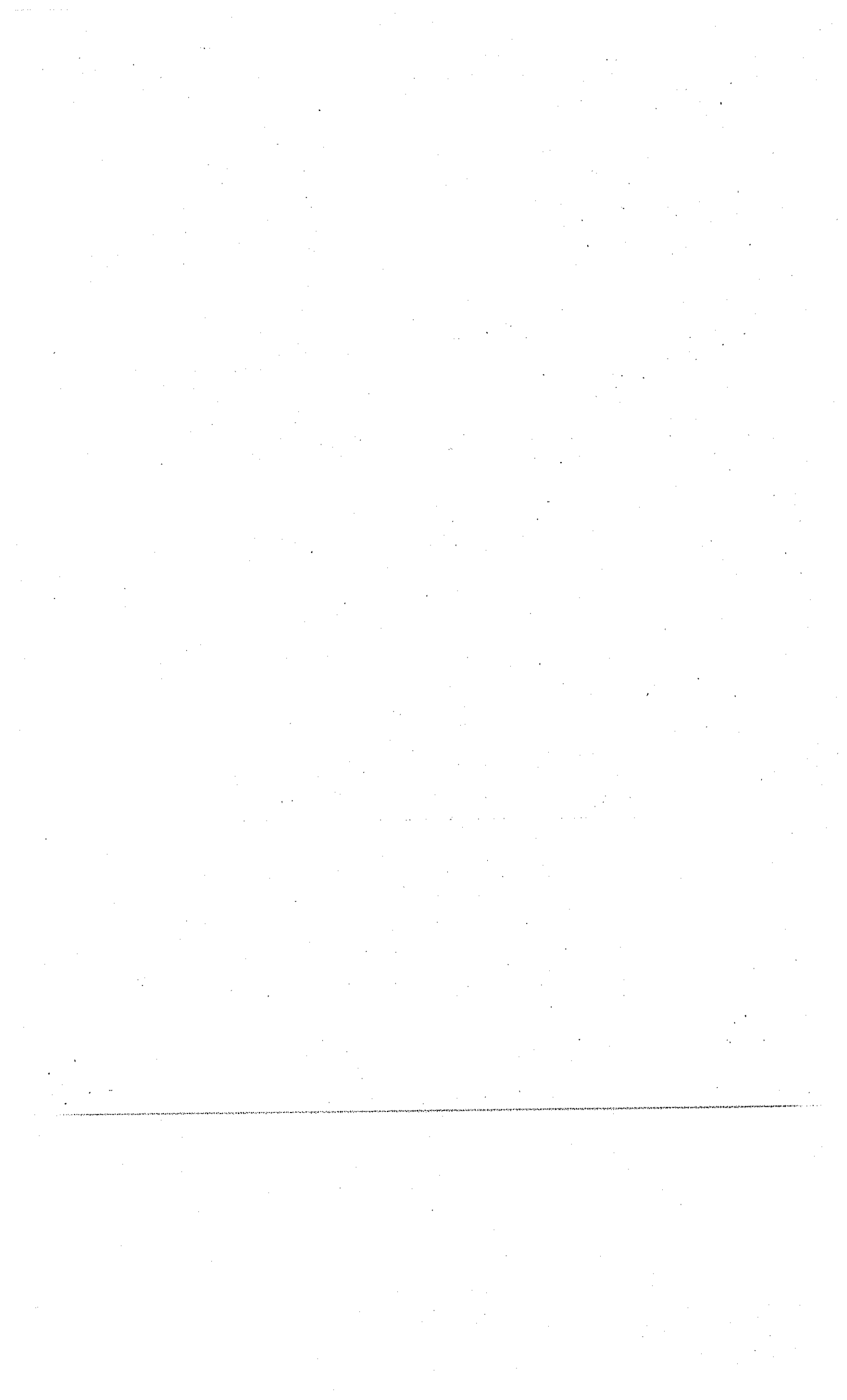
Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time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

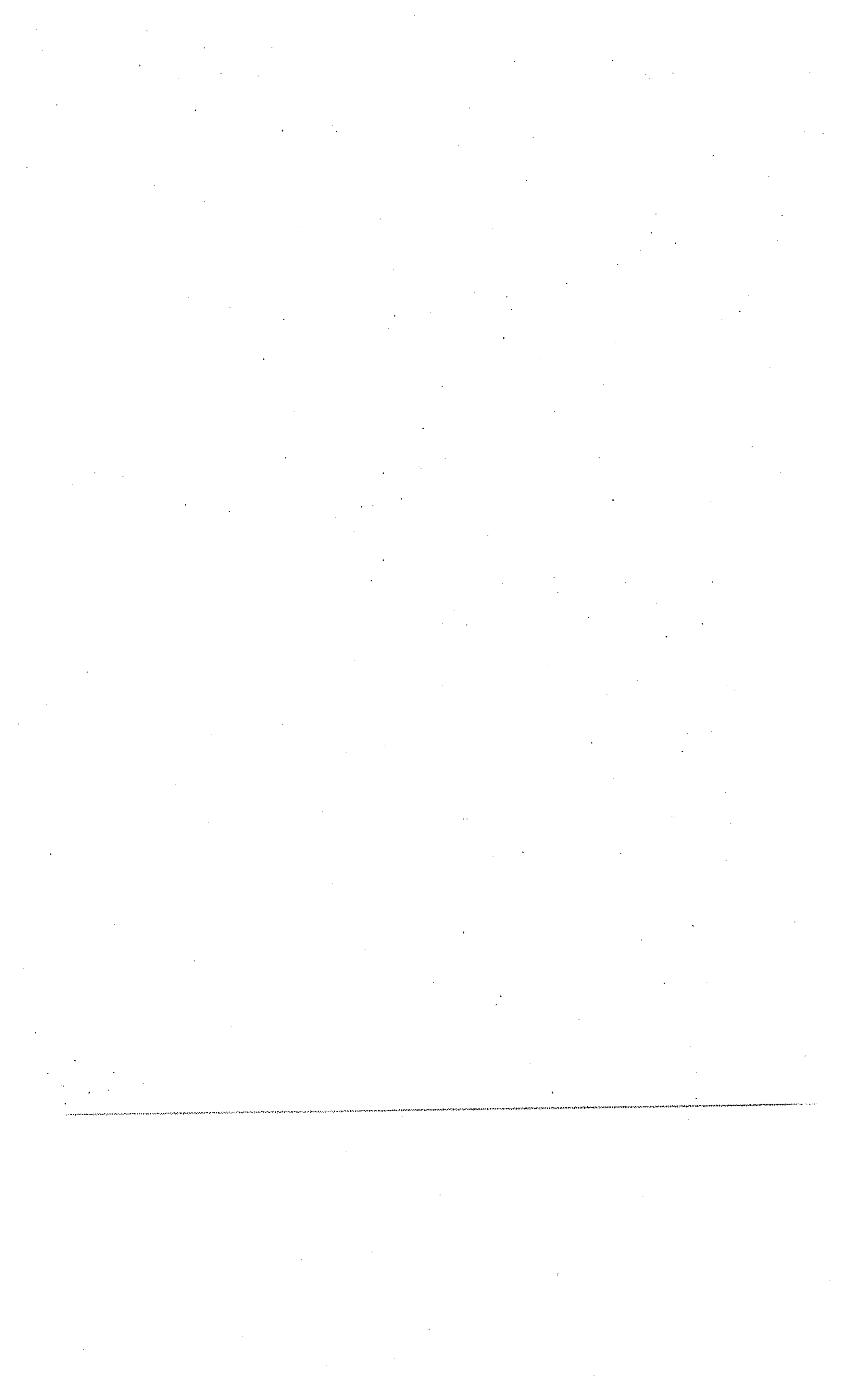
6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference 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.

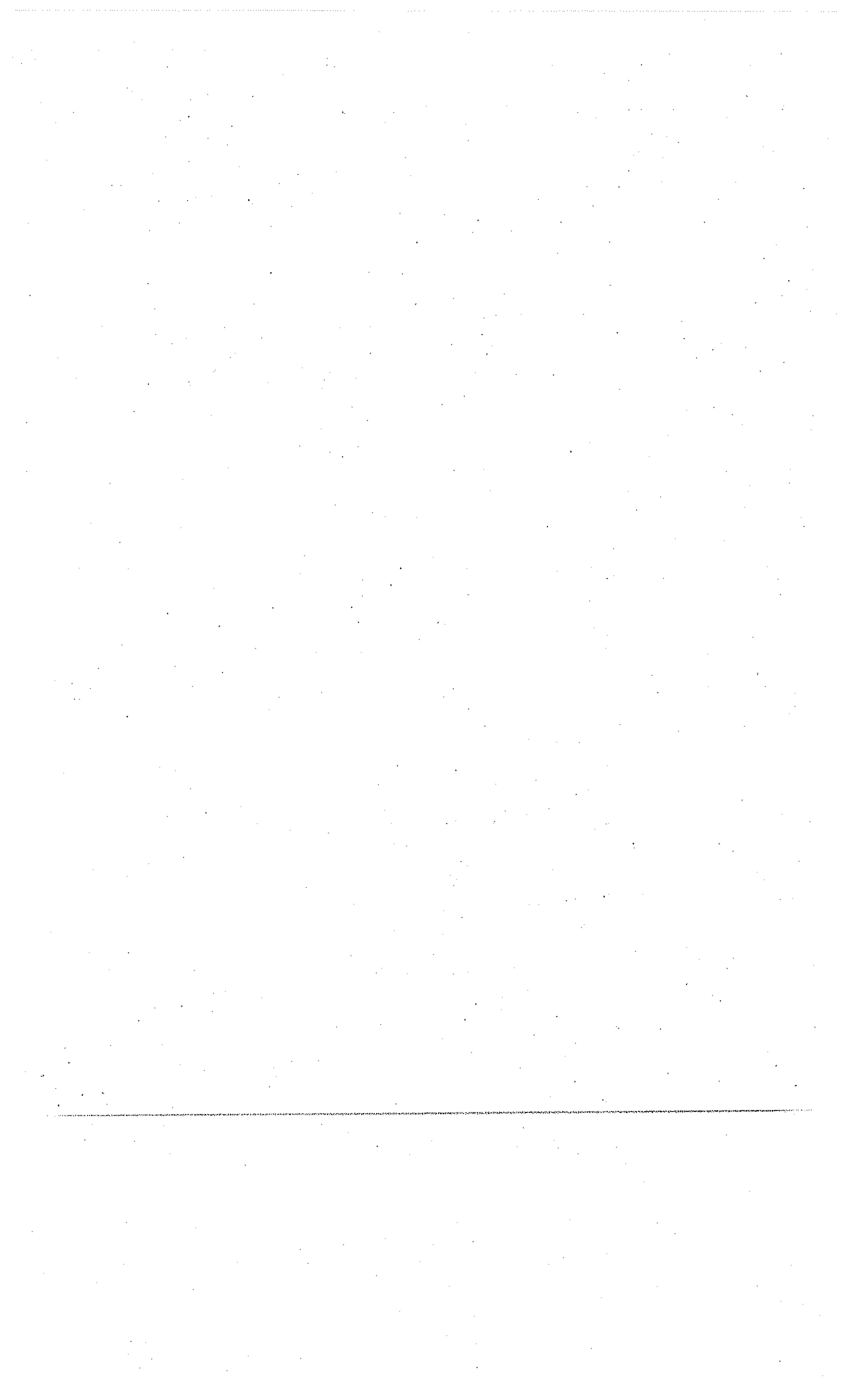
12. Assignability. The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from 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.

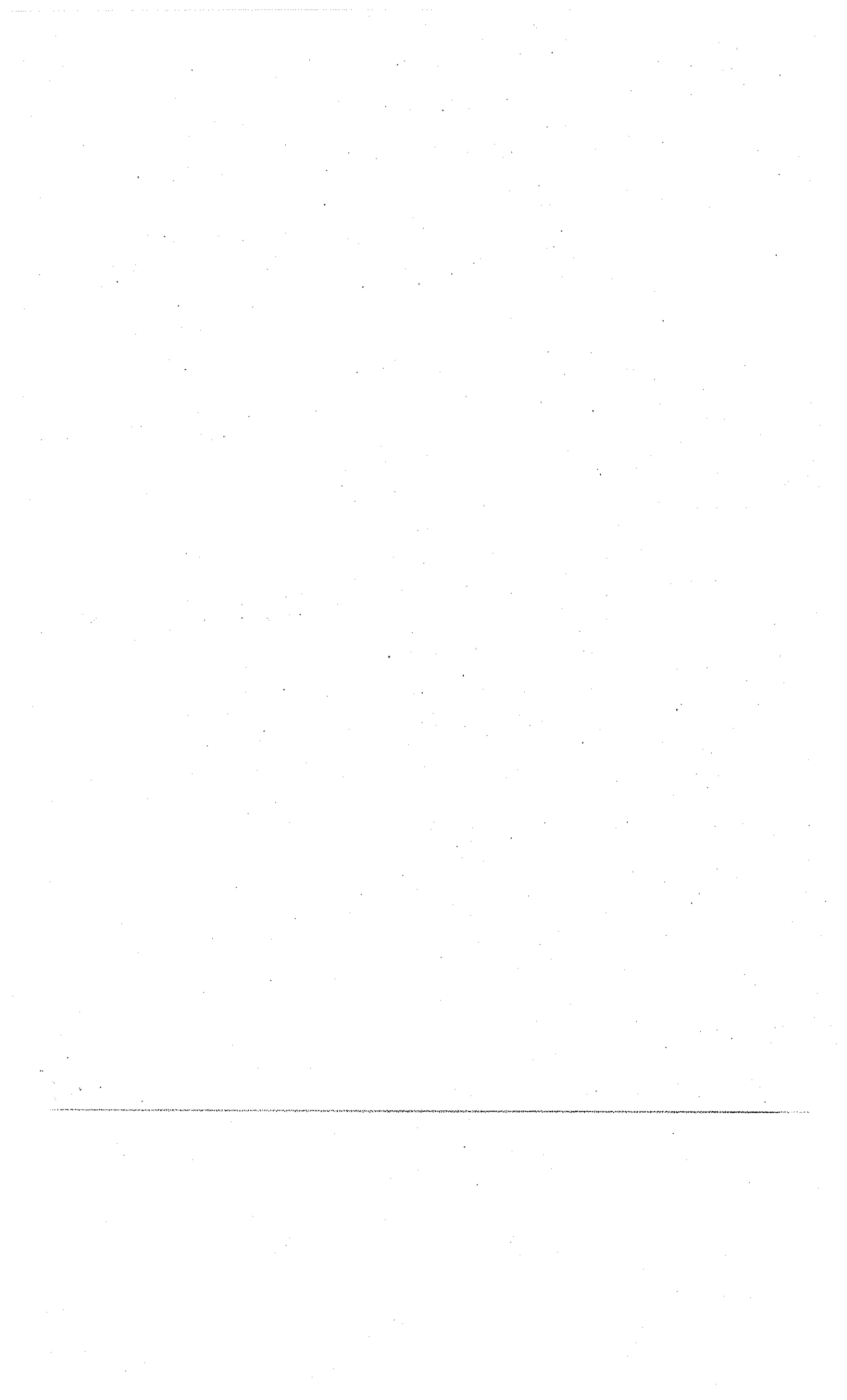
d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is 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.

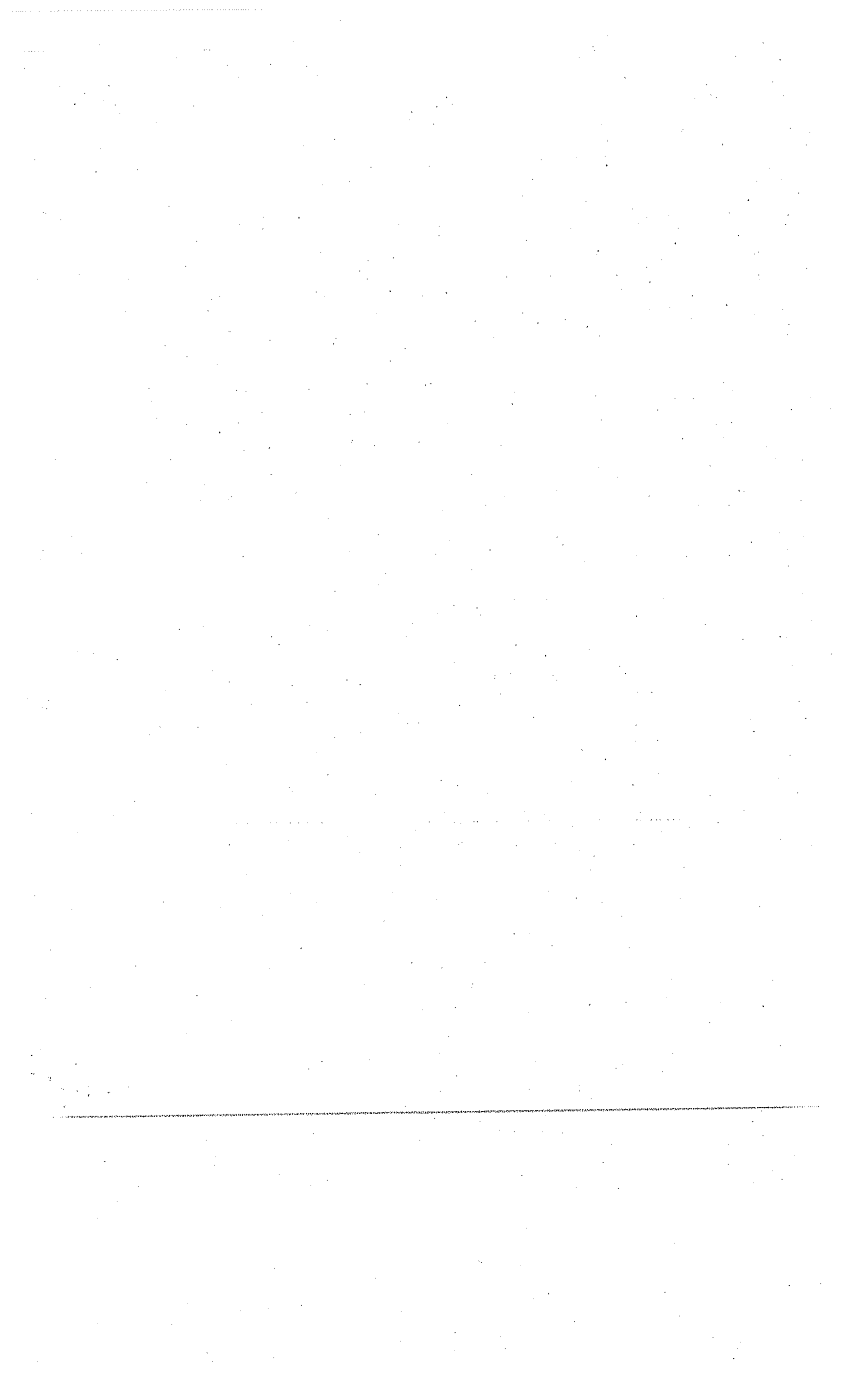
d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment 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.

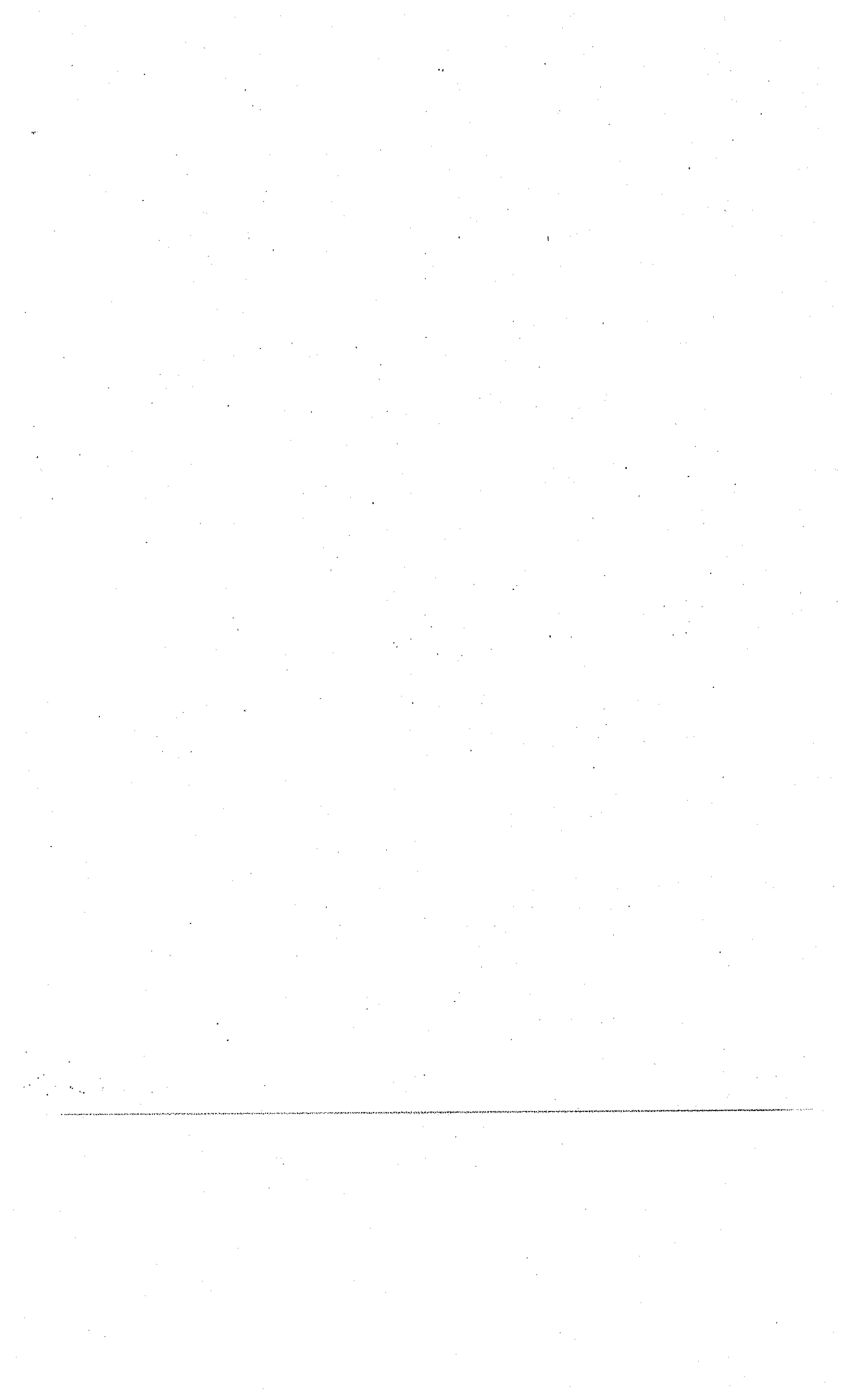
j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

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 CARMAN-DUNNE, P.C. 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 required the services of engineering 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 nine (9) 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 CARMAN-DUNNE, P.C., with offices at 2 Lakeview Avenue, Lynbrook, New York 11563, are qualified to provide engineering 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 CARMAN-DUNNE, P.C., 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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

Item #

42

Case #

10668

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to CARMAN-DUNNE, P.C. in accordance with a fee structure attached as Schedule "B" and made part of the contract between the Town of Hempstead and CARMAN-DUNNE, P.C. upon receipt by said Commissioner of a claim form completed by CARMAN-DUNNE, P.C. 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: ()

Doc No. 15-061
October 26, 2015

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and
CARMAN-DUNNE, P.C.

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 CARMAN-DUNNE, P.C., Engineering Consultants (hereinafter called "Consultants") with offices at 2 Lakeview Avenue, Lynbrook, New York 11563.

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 recommends that a consulting engineer 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 nine (9) proposals from various firms, has recommended that CARMAN-DUNNE, P.C., having its principal office at 2 Lakeview Avenue, Lynbrook, New York 11563, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the engineering 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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.

In all solicitations or advertisements for employees placed by or on behalf of the "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

CARMAN-DUNNE, P.C.

By: _____
John J. Toscano,
President

APPROVED

By: [Signature] Date: 2/12/16
[Signature] 2/16/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENT

DATE: 2/10/16

[Signature]
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved: [Signature]
Cheryl Petrj, Executive Assistant
Date: 2/18/16

APPROVED AS TO FORM
[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/11/16

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 ^{21st} day of January, 2016, before me personally came John J. Toscano, to me known, who being by me duly sworn did depose and say that he resides at 540 Harvard Avenue Baldwin NY and that he is the President of CARMAN-DUNNE, P.C., the described in and which executed the foregoing instrument.


Notary Public

MADELEINE O'BRIEN
Notary Public, State of New York
No. 01OB4858797
Qualified in Nassau County
Commission Expires May 19, 2018

PUBLIC NOTICE

REQUEST FOR PROPOSALS

ENGINEERING SERVICES

The Town of Hempstead is seeking proposals from qualified engineering firms to provide technical assistance and consulting services for the Department of Planning & Economic Development. Interested parties should be familiar with the Town of Hempstead. The firm should also be able to research, design, and prepare bid specifications.

Consultant services may include, but are not limited to assisting the Town of Hempstead during the bid phase and the preparation of contract documents suitable for the solicitation of contractor bids for Downtown Beautification Projects. Prospective firms should include in their proposal the following:

1. Provide the address of your headquarters and satellite offices, along with the names and address of all principals.
2. Provide general qualifications for all disciplines provided by your firm.
3. Provide a listing of all contracts within the past five (5) years with all government and /or not for profit agencies.
4. List a specific contact person who will coordinate all day to day operations to the Town of Hempstead.
5. Provide a fee schedule associated with each employee and their discipline.

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 firms performance and Town Board approval.

The Town reserves the right to reject any or all proposals.

Selection and award will be based on the following: Qualification, Presentation, Price and familiarity with the reconstruction of Downtown Beautification Streetscapes throughout the Town of Hempstead.

Four (4) copies of your proposals must be submitted to Joseph Marshiano at the Town of Hempstead Department of Planning & Economic Development located at 200 North Franklin Street, Hempstead, New York 11550 no later than 4:00 pm on Thursday, August 6, 2015. For additional information regarding the program please contact Joseph Marshiano at (516) 538-7100 x 415. The Town of Hempstead is an Equal Opportunity Employer. We encourage minority and Woman owned business to apply.

KATE MURRAY, SUPERVISOR
TOWN OF HEMPSTEAD

GEORGE L. BAKICH, COMMISSIONER
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT



SCHEDULE "A"

Carman - Dunne, P.C.

Consulting Engineers

CONSULTING ENGINEERING
LAND SURVEYING
COMPUTER MAPPING SERVICES

2 LAKEVIEW AVENUE - LYNBROOK, L. I., N. Y. 11563

TELEPHONE 516-599-5563
FAX NO.: 516-593-4873

Mr. Joseph Marshiano
Page 7 of 7
August 3, 2015

5. Fee Schedule

July, 2015 through June, 2016

Employee	Description	Hourly Rate
John Toscano	Project Supervisor	135.00
Richard H. Schroeder	Senior Engineer	120.00
Robert Mule	Party Chief	110.00
Robert Tirado	Inspector/Researcher/Transitperson	88.00
John Toscano Jr.	CADD Operator II	96.75
Kathleen Walker	CADD Operator I	66.75
Madeleine O'Brien	Technical Typist II	92.25

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 CASHIN ASSOCIATES, P.C. 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 engineering 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 nine (9) 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 CASHIN ASSOCIATES, P.C., with offices at 1200 Veterans Memorial Highway, Hauppauge, NY 11788, are qualified to provide engineering 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 CASHIN ASSOCIATES, P.C., 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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

Item #

42

Case #

15294

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to CASHIN ASSOCIATES, P.C. in accordance with a fee structure attached as Schedule "B" and made part of the contract between the Town of Hempstead and CASHIN ASSOCIATES, P.C. upon receipt by said Commissioner of a claim form completed by CASHIN ASSOCIATES, P.C. 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: ()

Doc. No. 15-059
October 26, 2015

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and
CASHIN ASSOCIATES, P.C.

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 CASHIN ASSOCIATES, P.C., Engineering Consultants (hereinafter called "Consultants") with offices at 1200 Veterans Memorial Highway, Hauppauge, NY 11788.

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 engineer 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 nine (9) proposals from various firms, has recommended that CASHIN ASSOCIATES, P.C., having its principal office at 1200 Veterans Memorial Highway, Hauppauge, NY 11788, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the engineering 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 on 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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.

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

CASHIN ASSOCIATES, P.C.

By: *Francis J. Cashin, III*
FRANCIS J. CASHIN, III
Executive Vice President

Approved: *Cheryl Petri*
Cheryl Petri, Executive Assistant
Date: 2/17/16

APPROVED AS TO CONTENT
DATE: 2/10/16
Katrina R. D'Amico
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles S. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/11/16

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

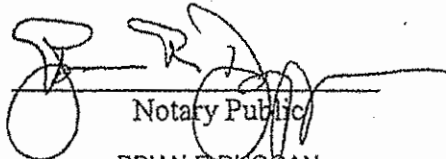
STATE OF NEW YORK)
 ss.:
COUNTY OF NASSAU)

On this day of , 2016, before me personally came ANTHONY J. SANTINO, known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, who 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 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 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 13th day of January, 2016, before me personally came FRANCIS J. CASHIN, to me known, who being by me duly sworn did depose and say that he resides at GARDEN CITY NY. and that he is the EMP of CASHIN ASSOCIATES, P.C., the "Architect Consultants" described in and which executed the foregoing instrument.



Notary Public

BRIAN R. DUGGAN
Notary Public, State of New York
NO. 02DU6146694
Qualified in Suffolk County
Commission Expires May 22, 2018

PUBLIC NOTICE REQUEST FOR PROPOSALS ENGINEERING SERVICES

The Town of Hempstead is seeking proposals from qualified engineering firms to provide technical assistance and consulting services for the Department of Planning & Economic Development. Interested parties should be familiar with the Town of Hempstead. The firm should also be able to research, design, and prepare bid specifications.

Consultant services may include, but are not limited to assisting the Town of Hempstead during the bid phase and the preparation of contract documents suitable for the solicitation of contractor bids for Downtown Beautification Projects. Prospective firms should include in their proposal the following:

1. Provide the address of your headquarters and satellite offices, along with the names and address of all principals.
2. Provide general qualifications for all disciplines provided by your firm.
3. Provide a listing of all contracts within the past five (5) years with all government and /or not for profit agencies.
4. List a specific contact person who will coordinate all day to day operations to the Town of Hempstead.
5. Provide a fee schedule associated with each employee and their discipline.

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 firms performance and Town Board approval.

The Town reserves the right to reject any or all proposals.

Selection and award will be based on the following: Qualification, Presentation, Price and familiarity with the reconstruction of Downtown Beautification Streetscapes throughout the Town of Hempstead.

Four (4) copies of your proposals must be submitted to Joseph Marshiano at the Town of Hempstead Department of Planning & Economic Development located at 200 North Franklin Street, Hempstead, New York 11550 no later than 4:00 pm on Thursday, August 6, 2015. For additional information regarding the program please contact Joseph Marshiano at (516) 538-7100 x 415. The Town of Hempstead is an Equal Opportunity Employer. We encourage minority and Woman owned business to apply.

KATE MURRAY, SUPERVISOR
TOWN OF HEMPSTEAD

GEORGE L. BAKICH, COMMISSIONER
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT



SCHEDULE "A"

EMPLOYEE FEE SCHEDULE

5

CORPORATE BILLING RATE SCHEDULE

<u>Principals:</u>	<u>Title</u>	<u>Billing Rate</u>
Alfred Angiola, PE	Principal	175.00
Francis Cashin, III, PE	Principal	175.00
James Gladysz, PE	Principal	175.00
Gregory Greene	Principal Scientist/Planner	175.00
Joseph Iannucci, RA, LEED AP	Principal Architect	175.00
Aldo Marletti, PE	Principal	175.00
 <u>Senior Staff:</u>		
Stephen Brix, PE	Sr. Construction Manager	175.00
Vijay Datta, PE	Sr. Structural Engineer	170.00
Donald Howe, Esq.	Surety Specialist	155.00
David Tonjes, PhD	Sr. Environmental Scientist	155.00
James Heil, PE	Sr. Waste Mgmt Engineer	155.00
James Meurer, PE, LEED AP	Sr. MEP Engineer	155.00
Nancy Lenz, RLA	Landscape Architect	140.00
 <u>Engineers / Architects / Inspectors:</u>		
Robert Douthney	Resident Engineer	131.00
Jeffrey Hayduk	Sr. Inspector	110.00
Jeffrey Petrie	Civil/Traffic Engineer	135.00
Michael Borst, E.I.T	Civil Engineer	125.00
Kevin Morgenstein, E.I.T.	Civil Engineer/Surveyor	115.00
Graciela Carrillo, RA, LEED AP	Architect	110.00
Anthony Savino	Inspector	95.00
Elizabeth Moskalenko	Landscape Designer	75.00
 <u>Environmental:</u>		
Brian Duggan, Esq. LEED AP	Environmental Counsel	165.00
Robert Coryell	Environmental Scientist II	110.00
Keith Brewer	Environmental Scientist III	110.00
John White	Environmental Scientist II	105.00
Jason Cecere	Environmental Scientist II	105.00
Marc Califano	Environmental Scientist II	105.00
Justine Stefanelli	Environmental Planner	85.00



Town of Hempstead
Department of Planning and
Economic Development

Request for Proposals:
Engineering Services

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 LIRO ENGINEERS, INC. 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 engineering 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 nine (9) 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 LIRO ENGINEERS, INC. with offices at 3 Aerial Way, Syosset, New York 11791, are qualified to provide engineering 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 LIRO ENGINEERS, INC., 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand 00/100 (\$100,000.00) 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 payment to LIRO ENGINEERS, INC. in accordance with a fee structure attached as Schedule "B" and made part of the contract between the Town of Hempstead and LIRO ENGINEERS, INC.

Item #

Case #

42
23468

upon receipt by said Commissioner of a claim form completed by LIRO ENGINEERS, INC. 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
LIRO ENGINEERS, INC.

AGREEMENT made the day of , 2016 by 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 LIRO ENGINEERS, INC., Engineering Consultants (hereinafter called "Consultants") with offices at 3 Aerial Way, Syosset, New York 11791.

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 engineer 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 nine (9) proposals from various firms, has recommended that LIRO ENGINEERS, INC., having its principal office at 3 Aerial Way, Syosset, New York 11791, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the engineering 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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.

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

LIRO ENGINEERS, INC.
By: *Michael P. Rennard*
Michael P. Rennard
Vice President

APPROVED AS TO CONTENT
DATE: 2/10/16

Kathleen R. Doherty
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED
By: *Kevin R. Conroy* Date: 2/10/16
Kevin R. Conroy
KEVIN R. CONROY
TOWN COMPTROLLER

Approved: *Cheryl Petri*
Cheryl Petri, Executive Assistant
Date: 2/18/16

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/11/16

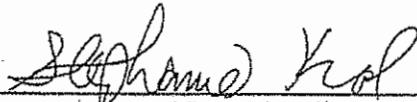
STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

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 20 day of January, 2016, before me personally came Michael Kennard, to me known, who being by me duly sworn did depose and say that he resides at 84 Kenneth Place, New Hyde Park, NY and that he is the Vice President of LIRO ENGINEERS, INC., the Consultant described in and which executed the foregoing instrument.



Notary Public

STEPHANIE KROL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6216833
Qualified in Nassau County
My Commission Expires January 25, 2017

PUBLIC NOTICE

REQUEST FOR PROPOSALS

ENGINEERING SERVICES

The Town of Hempstead is seeking proposals from qualified engineering firms to provide technical assistance and consulting services for the Department of Planning & Economic Development. Interested parties should be familiar with the Town of Hempstead. The firm should also be able to research, design, and prepare bid specifications.

Consultant services may include, but are not limited to assisting the Town of Hempstead during the bid phase and the preparation of contract documents suitable for the solicitation of contractor bids for Downtown Beautification Projects. Prospective firms should include in their proposal the following:

1. Provide the address of your headquarters and satellite offices, along with the names and address of all principals.
2. Provide general qualifications for all disciplines provided by your firm.
3. Provide a listing of all contracts within the past five (5) years with all government and /or not for profit agencies.
4. List a specific contact person who will coordinate all day to day operations to the Town of Hempstead.
5. Provide a fee schedule associated with each employee and their discipline.

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 firms performance and Town Board approval.

The Town reserves the right to reject any or all proposals.

Selection and award will be based on the following: Qualification, Presentation, Price and familiarity with the reconstruction of Downtown Beautification Streetscapes throughout the Town of Hempstead.

Four (4) copies of your proposals must be submitted to Joseph Marshiano at the Town of Hempstead Department of Planning & Economic Development located at 200 North Franklin Street, Hempstead, New York 11550 no later than 4:00 pm on Thursday, August 6, 2015. For additional information regarding the program please contact Joseph Marshiano at (516) 538-7100 x 415. The Town of Hempstead is an Equal Opportunity Employer. We encourage minority and Woman owned business to apply.

KATE MURRAY, SUPERVISOR
TOWN OF HEMPSTEAD

GEORGE L. BAKICH, COMMISSIONER
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT



SCHEDULE "A"



5. FEE SCHEDULE

NAME	TITLE	BILLABLE RATE
Michael Rennard, PE	Principal-in-Charge	\$ 150.00
Michael Kwaschyn, PE	Project Manager	\$ 150.00
Kenneth Holmstrom, PE	QA/QC	\$ 150.00
Anthony Weber, PE	Civil/Drainage Engineer	\$ 120.00
Rana Afzal, EIT	Civil/Drainage Engineer	\$ 75.00
Abid Ansari, PE	Lead MPT/Traffic Engineer	\$ 150.00
Vincent Corrado, PE	Sr. Traffic Engineer	\$ 150.00
Daniel Loscalzo	Engineer/Survey	\$ 77.00
Daniel Hurley	Junior Engineer/ Survey	\$ 75.00
Thomas Gibbons, RLA	Landscape Architect	\$ 135.00
Jonathan Grubman	Junior Landscape Architect	\$ 77.00
Jennifer Curry	CAD Operator	\$ 64.00
Wyatt Lewis	Electrical Engineer	\$ 120.00

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 regulations, 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 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 LOCKWOOD, KESSLER & BARTLETT, INC. 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 engineering 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 nine (9) 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 LOCKWOOD, KESSLER & BARTLETT, INC., with offices at 1 Aerial Way, Syosset, New York 11791, are qualified to provide engineering 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 LOCKWOOD, KESSLER & BARTLETT, INC., 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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

Item #

Case #

42

19967

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to LOCKWOOD, KESSLER & BARTLETT, INC. in accordance with a fee structure attached as Schedule "B" and made part of the contract between the Town of Hempstead and LOCKWOOD, KESSLER & BARTLETT, INC. upon receipt by said Commissioner of a claim form completed by LOCKWOOD, KESSLER & BARTLETT, INC. 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
LOCKWOOD, KESSLER & BARTLETT, INC.

Copy

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 LOCKWOOD, KESSLER & BARTLETT, INC., Engineering Consultants (hereinafter called "Consultants") with offices at 1 Aerial Way, Syosset

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 engineer 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 nine (9) proposals from various firms, has recommended that LOCKWOOD, KESSLER & BARTLETT, INC, having its principal office at 1 Aerial Way, Syosset, New York 11791, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the engineering 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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.

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

LOCKWOOD, KESSLER & BARTLETT, INC.

By: Andre Haddad
Andre Haddad, P.E.
President & CEO

APPROVED
By: Kevin R. Conroy Date: 2/12/16
Kevin R. Conroy 2/16/16
KEVIN R. CONROY
TOWN COMPTROLLER

Approved: Cheryl Petri
Cheryl Petri, Executive Assistant
Date: 2/17/16

APPROVED AS TO CONTENT
DATE: 2/10/16
Katrina R. Brody
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles B. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/11/16

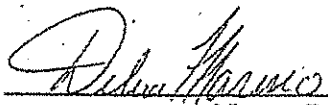
STATE OF NEW YORK:)
: ss.:
COUNTY OF NASSAU)

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 ^{20th} day of January, 2016, before me personally came Andre Haddad to me known, who being by me duly sworn did depose and say that he resides at Hicksville N.Y. and that he is the President & CEO of LOCKWOOD, KESSLER & BARTLETT, INC., the _____ described in and which executed the foregoing instrument.



Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

PUBLIC NOTICE

REQUEST FOR PROPOSALS

ENGINEERING SERVICES

The Town of Hempstead is seeking proposals from qualified engineering firms to provide technical assistance and consulting services for the Department of Planning & Economic Development. Interested parties should be familiar with the Town of Hempstead. The firm should also be able to research, design, and prepare bid specifications.

Consultant services may include, but are not limited to assisting the Town of Hempstead during the bid phase and the preparation of contract documents suitable for the solicitation of contractor bids for Downtown Beautification Projects. Prospective firms should include in their proposal the following:

1. Provide the address of your headquarters and satellite offices, along with the names and address of all principals.
2. Provide general qualifications for all disciplines provided by your firm.
3. Provide a listing of all contracts within the past five (5) years with all government and /or not for profit agencies.
4. List a specific contact person who will coordinate all day to day operations to the Town of Hempstead.
5. Provide a fee schedule associated with each employee and their discipline.

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 firms performance and Town Board approval.

The Town reserves the right to reject any or all proposals.

Selection and award will be based on the following: Qualification, Presentation, Price and familiarity with the reconstruction of Downtown Beautification Streetscapes throughout the Town of Hempstead.

Four (4) copies of your proposals must be submitted to Joseph Marshiano at the Town of Hempstead Department of Planning & Economic Development located at 200 North Franklin Street, Hempstead, New York 11550 no later than 4:00 pm on Thursday, August 6, 2015. For additional information regarding the program please contact Joseph Marshiano at (516) 538-7100 x 415. The Town of Hempstead is an Equal Opportunity Employer. We encourage minority and Woman owned business to apply.

KATE MURRAY, SUPERVISOR
TOWN OF HEMPSTEAD

GEORGE L. BAKICH, COMMISSIONER
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT



SCHEDULE "A"



First Name	Last Name	Classification and Grade	Salary Rate	
			2016	2017
Andres S.	Alvarez	Engineer Level I	89.40	92.98
Saeid	Azadi	Construction Inspector, NICET III	116.30	119.80
Andrew	Brenseke	Engineer Level V	163.66	168.56
Gerard	Broesler	Construction Inspector, NICET IV	146.42	150.38
William R.	Brudi	Construction Inspector III	87.00	89.61
Michael	Campagno	Technician Level III	132.20	136.17
Ellen	Carino	Technical Typist	58.62	60.38
Michael	Cashin	Survey Party Chief	143.85	148.16
Rex	Chen	Engineer Level I	93.12	95.92
Sylvia	Cordero-Skidmore	Engineer Level III - Landscape Architect	110.30	113.61
Wayne T.	Culver	Engineer Level V	189.80	195.49
Joseph	Cusumano	Construction Inspector, NICET III	109.27	112.55
Albert	Dawson	Engineer Level V	169.95	175.05
Matthew	Dunigan	Survey Project Manager	183.60	187.27
Brian	Eddie	Engineer Level VII - Department Head	217.41	223.93
Sharon	Frisina	Technical Typist	73.44	75.65
Steven	Fuhrman	Engineer Level IV - Landscape Architect	165.25	170.20
Matthew D.	Furey	Construction Inspector, NICET III	124.14	127.86
James M.	Gallaer	Office Engineer IV	122.00	125.66
Gene	Gayé	Engineer Level V	170.00	175.62
Michael	Geddish	Engineer Level I	96.75	99.65
John B.	Gerlach	Engineer Level III	167.25	172.27
Malancha	Ghosh	Engineer Level II	150.00	154.50
Calvin	Glass	Engineer Level IV	159.69	164.48
Antoinette	Green	Construction Inspector II	96.82	99.72
Esfir	Grosman	Engineer Level V	171.16	176.20
Theresa	Heneveld	Engineer Level V	177.62	182.95
Michael	Heretakis	Construction Inspector II	96.25	99.14
Lienhsing	Huang	Engineer Level I	91.35	94.09
Thomas	Iraggi	Construction Inspector II	116.33	119.81
Dennis	Kelly	Engineer Level IV	131.13	135.06
Gregory	Kodz	Construction Inspector II	96.00	98.88
William	Koenig	Construction Inspector, NICET III	109.27	112.55
Paul J.	Lappano	Engineer Level VII - Department Head	217.41	223.93
George	Lau	Engineer Level I	106.65	109.85
Charles	Laut	Senior Technician Level VI	158.11	162.85
Derrick	Lawrence	Construction Inspector II	98.00	100.94
Oscar	Li	Drafter/CAD Operator, Level I	46.50	47.90
Michael	Lisa	Engineer Level III	130.46	134.38
Joseph	Maggio	Engineer Level I	92.38	95.15

First Name	Last Name	Classification and Grade	Budget	
			2016	2017
Ingrid J.	Magnani	Construction Inspector, NICET III	123.82	127.54
Richard	Malec	Engineer Level V	174.45	179.68
Joseph	Mandel	Engineer Level IV	141.63	145.88
Daniel	Margolin	Engineer Level I	95.33	98.18
Bart A.	Marino	Engineer Level V	177.91	183.25
Frank	May	Construction Inspector, NICET IV	134.26	138.29
John B.	Meyer	Survey Party Chief	143.85	148.16
Kenneth	Michaud	Construction Inspector, NICET III	109.24	112.52
Richard A.	Nixdorf	Construction Inspector, NICET III	115.74	119.21
Phillip	O'Donnell	Construction Inspector III	123.75	127.46
Melchor L.	Pablo	Engineer Level IV	169.66	174.75
Roy	Pertile	Construction Inspector II	90.00	92.70
Phillip	Plotas	Engineer Level III	141.63	145.88
Christopher	Prunty	Construction Inspector, NICET IV	135.96	140.04
Shujit	Rai	Construction Inspector II	89.90	92.60
Maureen	Raichel	Engineer Level III	125.27	129.03
Robert	Rothschild	Engineer Level V	132.83	136.82
Robert	Ruenes	Construction Inspector, NICET IV	126.80	130.60
Kyle	Schechner	Chief Inspector IV	131.25	135.19
Francis C.	Slaski	Engineer Level V	155.12	159.77
James M.	Steen	Construction Inspector, NICET IV	136.74	140.84
Pooyan	Tafreshi	Construction Inspector, NICET II	93.75	96.56
Wing Sun	Tang	Drafter / CADD Operator Level IV	113.00	136.99
Timothy	Troy	Construction Inspector III	114.55	117.99
William H.	Watson	Technician Level III	119.74	123.33
Raymond	Wegener	Engineer Level V	162.18	167.05
Marian	Wypyski	Engineer Level V	164.36	169.29
Edward	Zawasky	Drafter / CADD Operator Level II	104.09	107.21
Babar	Zia	Engineer Level II	162.00	166.86

SCHEDULE "B" (Page 2)

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 his 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. 1701n. 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
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 required the services of engineering 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 nine (9) 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 100 Motor Parkway, Suite 135, Hauppauge, NY 11788, are qualified to provide engineering 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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

Case #

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28537

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 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) (hereinafter called "Consultants") with offices at 100 Motor Parkway, Suite 135, Hauppauge, NY 11788.

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 engineer 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 four (4) proposals from various firms, has recommended that, VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) having its principal office at 100 Motor Parkway, Suite 135, Hauppauge, NY 11788, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the engineering 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 ONE HUNDRED THOUSAND (\$100,000.00) 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 One Hundred Thousand and 00/100 (\$100,000.00) 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

APPROVED
By: [Signature] Date: 2/12/16
[Signature] 2/16/16
KEVIN R. CONROY
TOWN COMPTROLLER

VHB Engineering, Surveying and
Landscape Architecture, P.C. (VHB)

By: [Signature]

Approved: [Signature]
Cheryl Petri, Executive Assistant
Date: 2/17/16

APPROVED AS TO CONTENT
DATE: 2/10/16
[Signature]
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/11/16

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On this _____ day of _____, 2016, before me personally came ANTHONY J. SANTINO, known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, who 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 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 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 _____ day of _____, 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* and that he is the principal of VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), the _____ 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 PROPOSALS

ENGINEERING SERVICES

The Town of Hempstead is seeking proposals from qualified engineering firms to provide technical assistance and consulting services for the Department of Planning & Economic Development. Interested parties should be familiar with the Town of Hempstead. The firm should also be able to research, design, and prepare bid specifications.

Consultant services may include, but are not limited to assisting the Town of Hempstead during the bid phase and the preparation of contract documents suitable for the solicitation of contractor bids for Downtown Beautification Projects. Prospective firms should include in their proposal the following:

1. Provide the address of your headquarters and satellite offices, along with the names and address of all principals.
2. Provide general qualifications for all disciplines provided by your firm.
3. Provide a listing of all contracts within the past five (5) years with all government and /or not for profit agencies.
4. List a specific contact person who will coordinate all day to day operations to the Town of Hempstead.
5. Provide a fee schedule associated with each employee and their discipline.

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 firms performance and Town Board approval.

The Town reserves the right to reject any or all proposals.

Selection and award will be based on the following: Qualification, Presentation, Price and familiarity with the reconstruction of Downtown Beautification Streetscapes throughout the Town of Hempstead.

Four (4) copies of your proposals must be submitted to Joseph Marshiano at the Town of Hempstead Department of Planning & Economic Development located at 200 North Franklin Street, Hempstead, New York 11550 no later than 4:00 pm on Thursday, August 6, 2015. For additional information regarding the program please contact Joseph Marshiano at (516) 538-7100 x 415. The Town of Hempstead is an Equal Opportunity Employer. We encourage minority and Woman owned business to apply.

KATE MURRAY, SUPERVISOR
TOWN OF HEMPSTEAD

GEORGE L. BAKICH, COMMISSIONER
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT



SCHEDULE 'A'



Town of Hempstead Downtown Beautification

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Fee Schedule

NAME	TITLE	HOURLY RATE
Robert M. Eschbacher, PE	Principal-In-Charge	\$275
Gina Martini, AICP	Technical Advisor	\$275
Kevin Walsh, PE	Principal Site/Civil Engineer	\$275
Patrick Lenihan, PE	Project Manager	\$220
Scott R. Spittal, PE	Transportation Engineer	\$220
Jean Garbier, RLA, LEED	Principal Landscape Architect	\$190
Steven Kaplan	Environmental Project Manager	\$190
Ryan Winter, PE	Transportation Engineer	\$120
Andrew Nee	Site/Civil Engineer	\$110

Reimbursable and subconsultant expenses are billed at cost plus 10%

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. 1701n. 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.

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"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 THE SUPERVISOR
TO ENTER INTO A CONTRACT FOR
PROFESSIONAL SERVICES BETWEEN THE
TOWN OF HEMPSTEAD AND MIDTOWN
VALUATIONS INC. d/b/a EAST COAST
APPRAISAL SERVICE 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 required the services of a licensed real estate appraiser to provide the proper appraisal and other necessary data with respect to acquisition of properties; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development circulated 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 four (4) 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 MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE, with offices at 50 Court Street-Suite 508, Brooklyn, New York 11201, is qualified to provide real estate appraisals 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 MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE, for a term beginning January 1, 2016 and ending December 31, 2016, or upon completion of project, in an amount not to exceed THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the terms 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 Thirty Thousand and 00/100 (\$30,000.00) Dollars. All, nevertheless, at the 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 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, MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE, in accordance with a fee structure attached as Schedule "B" and made part of the contract between MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE, upon receipt by said Commissioner of a claim form completed by the appraiser specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under ~~the terms of the~~ contract.

Case #

43
25217

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PROFESSIONAL SERVICES
By and Between
THE TOWN OF HEMPSTEAD
and
MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE

THIS AGREEMENT, entered into as of this _____ day of _____, 2016, by and between the Town of Hempstead New York hereinafter referred to as the "Town", and MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE, a corporation registered in the State of New York with principal offices at 50 Court Street, Suite 508, Brooklyn, New York 11201, hereinafter referred to as the "Appraiser".

WITNESSETH THAT:

WHEREAS, the Town intends to undertake 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 Community Development Act of 1974, as amended; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that an appraiser 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 four (4) firms, has recommended MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE, having its principal office at 50 Court Street – Suite 508, Brooklyn, New York 11201; and

WHEREAS, the Town desires to engage the Appraiser to render certain technical assistance in connection with its Community Development Program;

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

1. Employment of Appraiser

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

2. Area Covered

The Appraiser 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 Appraiser shall perform the services provided for in this 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, 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", shall include, but are not necessarily limited to:

- a. Provide complete appraisal reports relating to the implementation of ongoing and proposed community development projects.
- b. The subjects to be appraised are, but not limited to:
 1. single family residence
 2. commercial buildings
 3. commercial - residential units
 4. vacant properties

- c. The methods to be employed in the appraisal analysis are, but not limited to:
1. cost approach
 2. income approach
 3. market data approach

4. Time and Method of Performance

The service of the Appraiser shall be provided for a term commencing January 1, 2016 and ending December 31, 2016, or upon completion of 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 Appraiser 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 Appraiser 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 Contract.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Contract.

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 THIRTY THOUSAND and 00/100 (\$30,000.00) 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 \$30,000.00, 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.

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 ninety (90) days from the date the expense was incurred.

6. Termination

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

7. Terms and Conditions

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

8. Other Provisions

As a condition of this Agreement, MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE 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 Town and the Appraiser have executed this Agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: _____
Anthony J. Santino,
Supervisor

MIDTOWN VALUATIONS INC.
DBA/ EAST COAST APPRAISAL SERVICE

By: Stephen Ellsworth
STEPHEN ELLSWORTH, As CEO

APPROVED AS TO CONTENT
DATE: 2/1/16

Kathina R. Brooks
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/11/16

APPROVED
By KA Date 2/12/16
Kevin R. Conroy
KEVIN R. CONROY
TOWN COMPTROLLER

Approved: Cheryl Petrij
Cheryl Petrij, Executive Assistant
Date: 2/17/16

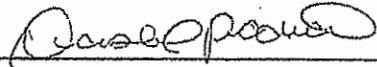
STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

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)
New York : ss.:
COUNTY OF NASSAU)

On this 20th day of January, 2016, before me personally came Stephen T. Ellsworth, to me known, who being by me duly sworn did depose and say that he resides at 222 E 93rd St # 38 D NY, NY 10128 and that he is the owner/CEO of MIDTOWN VALUATIONS INC. d/b/a EAST COAST APPRAISAL SERVICE, the described in and which executed the foregoing instrument.



Notary Public
TAISHA PADUANI
Notary Public, State of New York
Qualified in Bronx County
No. 01PA6328312
My Commission Expires 07/27/2019

REQUEST FOR PROPOSAL FOR APPRAISERS

The Town Of Hempstead Department of Planning and Economic Development, is requesting a proposal for an Appraiser to provide complete appraisal reports relative to the implementation of ongoing and proposed community development projects.

The selected appraiser will be called upon to appraise single-family residences, commercial buildings/commercial-residential units, as well as vacant properties. On occasion, the appraiser may be called upon to prepare review appraisal reports.

The Department needs the professional services of an appraiser on a continuing basis:

When we are involved in a condemnation proceeding, the appraiser may be requested to testify at a hearing in court on behalf of the Department of Planning and Economic Development.

We are asking to retain professional services of an appraiser whereby services requested would be itemized and billed as services are rendered. The appraisers selected will have contracts for one (1) year with the option of extending said contract for an additional year, subsequent to review of the appraisers' performance.

In order for the Department to select the most qualified review appraiser, the following information is required as part of the selection process:

1. Name and address of organization
Name(s) of principal(s)
Number of professional staff
2. Specific staff available to the Department
3. List of applicable work experience in the Town of Hempstead, Nassau County and elsewhere
4. Proof of NYS certification as a General Appraiser
5. Examples of work products
6. Average "turn around" time of Appraisal Reports
7. Costs: Hourly rates & estimates of costs for different types of property
8. Professional references

Failure to submit any one of the above could result in disqualification of proposal.

The Town reserves the right to reject any or all proposals. Women and Minority firms are encouraged to participate.

All applicants should submit their proposal by 4:30 P.M. on Wednesday, August 12th, 2015 to:

Norene Domino, Economic Developer
Town Of Hempstead, Department of Planning and Economic Development
200 North Franklin Street, Hempstead, New York 11550
(516) 538-7100

We are an equal opportunity employer.



KATE MURRAY
Supervisor
Town of Hempstead

GEORGE L. BAKICH
Commissioner
Department of Planning
& Economic Development

SCHEDULE "A"



Commercial and Residential Real Estate Appraisers
50 Court St. #508 Brooklyn New York 11201

Email: info@eastcoastappraisal.com
www.eastcoastappraisal.com
Phone: 718-834-1700 Fax: 718-834-1807

TOWN OF HEMPSTEAD DEPARTMENT OF
PLANNING AND ECONOMIC
DEVELOPMENT
FEE SCHEDULE-7-11-2015

Limited Scope Single Family Properties	\$500-\$800
Limited Scope Two to Four Family Properties	\$600-\$1,000
Limited Scope Mixed Use	\$850-\$1,500
Limited Scope Vacant Land	\$650-\$1,000
Narrative Commercial and Residential Appraisals (Depending on scope and complexity)	\$1,500 (and up) Call For Quote
Updates and Revisions	Depending on Complexity

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.

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"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 THE SUPERVISOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF HEMPSTEAD AND POWERSAIL CHARTERS, INC. D/B/A POWERSAIL APPRAISALS, 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 required the services of a licensed real estate appraiser to provide the proper appraisal and other necessary data with respect to acquisition of properties; 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 four (4) responses being submitted to the Department of Planning and Economic Planning; 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 POWERSAIL CHARTERS, INC. D/B/A POWERSAIL APPRAISALS, with offices at 43 Seawane Road, East Rockaway, New York 11518 be retained to provide the aforementioned services and other necessary data in connection with authorized Community Development Projects in 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 POWERSAIL CHARTERS, INC. D/B/A POWERSAIL APPRAISALS, for a term commencing January 1, 2016 and ending December 31, 2016 or upon completion of project, in an amount not to exceed the sum of THIRTY THOUSAND and 00/100 (\$30,000.00) DOLLARS pursuant to the terms and conditions of said contract for professional services which will be charged against the appropriate Community Development Account; and 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 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..

Item #

Case #

43

28807

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to the appraiser, POWERSAIL CHARTERS, INC. D/B/A POWERSAIL APPRAISALS, in accordance with a fee structure attached as Schedule "B" and made part of the contract between POWERSAIL CHARTERS, INC. d/b/a POWERSAIL APPRAISALS, upon receipt by said Commissioner of a claim form completed by the appraiser 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: ()

CASE NO.

7

Resolution- Amending Resolution No. 73-2016 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead

Item # 44
11

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, 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 29th day of March , 2016, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to add a new paragraph L to section 78-25 of Chapter 78 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon Town Park or District Park property.

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

Dated: Hempstead, New York
March 8, 2016

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

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Intro No.

Print No.

Town of Hempstead

A local law to amend chapter 78 of the code of the town of Hempstead insofar as to add a new paragraph L to section 78-25 of Chapter 78 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon Town Park or District Park property.

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section One. Chapter 78 of the code of the town of Hempstead is amended insofar as to add a new paragraph L to section 78-25 of Chapter 78 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon Town Park or District Park property, to read as follows:

Chapter 78
Parks

§ 78-25. Traffic Control.

L. No person shall operate, park or leave standing any vehicle within a Park or District Park as defined in this Chapter if the vehicle has an expired vehicle registration sticker or expired vehicle inspection sticker, and the presence of any such vehicle in a Town Park or District Park shall constitute a violation hereof, subject to the applicable penalties set forth in this chapter.

Section Two. This local law shall become effective immediately upon filing with the secretary of state.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL
LAW TO ADD A NEW SUB-PARAGRAPH (14) TO PARAGRAPH
B OF SECTION 80-8 OF CHAPTER 80 OF THE CODE OF
THE TOWN OF HEMPSTEAD, IN RELATION TO PROHIBITING
VEHICLES WITH EXPIRED REGISTRATION OR INSPECTION
STICKERS FROM ENTERING UPON TOWN PARKING FIELDS

WHEREAS, the Town Board of the Town of Hempstead is
empowered to enact and amend local law pursuant to Article
9 of the New York State Constitution, the provisions of the
Town Law and the Municipal Home Rule Law of the State of
New York, as amended; and

WHEREAS, it is in the public interest to consider the
enactment of a local law to add a new sub-paragraph (14) to
paragraph B of section 80-8 of Chapter 80 of the Code of
the Town of Hempstead, in relation to prohibiting vehicles
with expired registration or inspection stickers from
entering upon Town parking fields; and

WHEREAS, has introduced the
proposed local law known as Intro. No. -2016 Print No.
1, as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Village and Town of Hempstead, New York on the 29th day of
March, 2016 at 10:30 o'clock in the forenoon of that day
at which time all interested persons shall be heard on the
enactment of a local law known as Intro. No. -2016,
Print No. 1, to add a new sub-paragraph (14) to paragraph B
of section 80-8 of Chapter 80 of the Code of the Town of
Hempstead, in relation to prohibiting vehicles with expired
registration or inspection stickers from entering upon Town
parking fields; 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 by
her for that purpose in the Town Hall not less than three
nor more than thirty days prior to the date of said
hearing.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 46
Case # 15162

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, 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 29th day of March , 2016, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to add a new sub-paragraph (14) to paragraph B of section 80-8 of Chapter 80 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration or inspection stickers from entering upon Town parking fields.

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

Dated: Hempstead, New York
March 8, 2016

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

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Intro No.

Print No.

Town of Hempstead

A local law to amend chapter 80 of the code of the town of Hempstead insofar as to add a new sub-paragraph (14) to paragraph B of section 80-8 of chapter 80 entitled "Public Parking Fields", in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon Town parking fields.

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section One. Chapter 80 of the code of the town of Hempstead is amended insofar as to add a new sub-paragraph (14) to paragraph B of section 80-8 of Chapter 80 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration or inspection stickers from entering upon Town parking fields, to read as follows:

Chapter 80
Public Parking Fields

§ 80-8. Prohibitions.

B. In addition to any other prohibition stated in the provisions of this chapter, it shall be unlawful for any person to:

(14) Enter upon, park or leave standing any vehicle within a public parking field if the vehicle has an expired vehicle registration sticker or expired vehicle inspection sticker, and the presence of any such vehicle in a public parking field shall constitute a violation hereof, subject to the penalties set forth in this chapter.

Section Two. This local law shall become effective immediately upon filing with the secretary of state.

CASE NO. 29443

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 at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 17-2016, 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 March 29, 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. 17-2016, 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 #

47

Case #

29443

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 29th day of March, 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

WILSON AVENUE (TH 626/15) South Side – FOUR HOUR PARKING 8 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS – starting at the east curbline of Johnson Place, east for a distance of 90 feet.

MERRICK
Section 202-11

LIPPOLD STREET (TH 41/16) South Side – TWO HOUR PARKING 7 AM to 7 PM EXCEPT SUNDAYS & HOLIDAYS – starting at a point 25 feet west of the west curbline of Babylon Tpke., west for a distance of 84 feet.

WANTAGH
Section 202-10

BEECH STREET (TH 50/16) East Side – 15 MINUTE PARKING – starting at a point 107 feet south of the south curbline of Park Avenue, south for a distance of 69 feet.

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

BELLMORE
Section 202-15

WILSON AVENUE (TH 626/15) South Side – NO PARKING 8 AM – 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at the east curbline of Johnson Pl., east for a distance of 90 feet. (Adopted 1/26/16)

(NR) ISLAND PARK
Section 202-28

LOUISIANA AVENUE (TH 189/14) South Side – NO PARKING 9 PM – 5 AM – starting at a point 108 feet east of the east curbline of Long Beach Road, east for a distance of 75 feet. (Adopted 6/10/14)

MERRICK
Section 202-11

LIPPOLD STREET (TH 368/74) South Side – 30 MINUTE PARKING 7 AM to 7 PM EXCEPT SUNDAYS and HOLIDAYS – starting from a point 25 feet west of the west curbline of Babylon Turnpike west for 88 feet. (Adopted 7/9/74)

WANTAGH
Section 202-10

BEECH STREET (TH 370/99) East Side – 90 MINUTE PARKING – starting at a point 116 feet south of the south curbline of Park Avenue, south to a point 30 feet north of the north curbline of Aisle D. (T.O.H. Field WA-1).

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: March 8, 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 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 one of two thousand sixteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- BELLMORE Section 202-15 WILSON AVENUE (TH 626/15) South Side – FOUR HOUR PARKING 8 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS – starting at the east curblines of Johnson Place, east for a distance of 90 feet.
- MERRICK Section 202-11 LIPPOLD STREET (TH 41/16) South Side – TWO HOUR PARKING 7 AM to 7 PM EXCEPT SUNDAYS & HOLIDAYS – starting at a point 25 feet west of the west curblines of Babylon Tpke., west for a distance of 84 feet.
- WANTAGH Section 202-10 BEECH STREET (TH 50/16) East Side – 15 MINUTE PARKING – starting at a point 107 feet south of the south curblines of Park Avenue, south for a distance of 69 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 one of two thousand sixteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- BELLMORE Section 202-15 WILSON AVENUE (TH 626/15) South Side – NO PARKING 8 AM – 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at the east curblines of Johnson Pl., east for a distance of 90 feet. (Adopted 1/26/16)
- (NR) ISLAND PARK Section 202-28 LOUISIANA AVENUE (TH 189/14) South Side – NO PARKING 9 PM – 5 AM – starting at a point 108 feet east of the east curblines of Long Beach Road, east for a distance of 75 feet. (Adopted 6/10/14)
- MERRICK Section 202-11 LIPPOLD STREET (TH 368/74) South Side – 30 MINUTE PARKING 7 AM to 7 PM EXCEPT SUNDAYS and HOLIDAYS – starting from a point 25 feet west of the west curblines of Babylon Turnpike west for 88 feet. (Adopted 7/9/74)
- WANTAGH Section 202-10 BEECH STREET (TH 370/99) East Side – 90 MINUTE PARKING – starting at a point 116 feet south of the south curblines of Park Avenue, south to a point 30 feet north of the north curblines of Aisle D. (T.O.H. Field WA-1).

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 29444

RESOLUTION NO.

ADOPTED: March 8, 2016

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. 18-2016, 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 March 29, 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. 18-2016, Print No. 1, to amend Section 197-5 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 # 48

Case # 29444

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 29th day of March, 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:

EAST MEADOW

BRYANT STREET (TH 33/16) STOP – all traffic traveling eastbound on Blackstone Avenue 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: March 8, 2016
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

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 "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 two of two thousand sixteen is hereby amended by including therein "ARTERIAL STOPS" at the following location:

EAST MEADOW

BRYANT STREET (TH 33/16) STOP – all traffic traveling eastbound on Blackstone Avenue shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 29445

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION
197-13 OF THE CODE OF THE TOWN OF
HEMPSTEAD TO INCLUDE AND REPEAL "TRAFFIC
REGULATIONS IN THE VICINITY OF SCHOOLS" 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 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 19-2016, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" 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 March 29, 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. 19-2016, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" 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 #

49

Case #

29445

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 29th day of March, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following location:

EAST MEADOW

MARION DRIVE (TH 44/16) West Side – TWO HOUR PARKING 8 AM to 4 PM SCHOOL DAYS – starting at a point 246 feet north of the north curbline of North Jerusalem Road, north for a distance of 92 feet.

ALSO, to REPEAL from Section 197-13 "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following location:

EAST MEADOW

MARION DRIVE (TH 430/12) West Side – TWO HOUR PARKING 8 AM to 4 PM SCHOOL DAYS – starting at a point 167 feet north of the north curbline of North Jerusalem Road, north for a distance of 190 feet. (Adopted 11/27/12)

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: March 8, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash thirteen 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 "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" 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 thirteen 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 three of two thousand sixteen is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

EAST MEADOW

MARION DRIVE (TH 44/16) West Side – TWO HOUR PARKING 8 AM to 4 PM SCHOOL DAYS – starting at a point 246 feet north of the north curbline of North Jerusalem Road, north for a distance of 92 feet.

Section 2. Section one hundred ninety-seven dash thirteen 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 three of two thousand sixteen is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

EAST MEADOW

MARION DRIVE (TH 430/12) West Side – TWO HOUR PARKING 8 AM to 4 PM SCHOOL DAYS – starting at a point 167 feet north of the north curbline of North Jerusalem Road, north for a distance of 190 feet. (Adopted 11/27/12)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 20614

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION
202-53 OF THE CODE OF THE TOWN OF
HEMPSTEAD TO REPEAL "LOADING ZONES" 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 202-53 of the Code of the Town of Hempstead entitled "LOADING ZONES"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 20-2016, Print No. 1 to amend the said Section 202-53 of the Code of the Town of Hempstead to repeal "LOADING ZONES" 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 March 29, 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. 20-2016, Print No. 1, to amend Section 202-53 of the Code of the Town of Hempstead to repeal "LOADING ZONES" 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 #

50

Case #

20614

CASE NO. 24650

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
LOCAL LAW TO AMEND SECTION ONE HUNDRED
NINETY-EIGHT DASH TWO OF CHAPTER ONE
HUNDRED NINETY-EIGHT OF THE CODE OF THE
TOWN OF HEMPSTEAD BY THE ADDITION OF A NEW
SUBDIVISION "K" IN RELATION TO LOCATIONS
OF TOW-AWAY ZONES.

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 to amend Section 198-2 of Chapter 198
of the Code of the Town of Hempstead by the addition of a new
subdivision "K" in relation to locations of tow-away zones in
Inwood; and

WHEREAS, _____ has introduced a local law known as Intro.
No. 21-2016, Print No. 1, as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting
Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town
of Hempstead, New York on March 29, 2016, at 10:30 o'clock in the
forenoon of that day, at which time all interested persons shall be
heard on the enactment of a local law known as Intro. No. 21-2016,
Print No. 1, to amend Section 198-2 of Chapter 198 of the Code of
the Town of Hempstead by the addition of a new subdivision "K" in
relation to locations of tow-away zones in Inwood; 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 by them for that purpose in the Town Hall
once, pursuant to Section 4-1 of Chapter 4 of the code of the Town
of Hempstead entitled, "Local Laws: Adoption" prior to the date of
said hearing.

The foregoing resolution was seconded by _____ and
adopted upon roll call as follows:

AYES: ()

NOES: ()

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Case # 24650

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 29th day of March, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 198-2 of Chapter 198 of the code of the Town of Hempstead by the addition of a new subdivision "K" in relation to locations of tow-away zones, as stated as follows:

"K" – INWOOD

GATES AVENUE – from the north curblineline of Bayview Avenue, north to the south curblineline of Roger Avenue. (TH 65/16)

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: March 8, 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-eight dash two of chapter one hundred ninety-eight of the code of the Town of Hempstead by the addition of a new subdivision "K" in relation to locations of tow-away zones

Introduced by:

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section one hundred ninety-eight dash two of chapter one hundred ninety-eight of the code of the town of Hempstead as constituted by local law number twenty-seven of nineteen hundred ninety two, hereby is amended by the addition of a new subdivision "K" in relation to locations of tow-away zones, to read as follows:

CHAPTER 198

TOW-AWAY ZONES

* * *

Section 198-2. Location of tow-away zones.

The provisions of this chapter shall apply to the stopping, standing and parking prohibitions at the following locations, each of which shall be known and designated as a "tow-away zone":

* * *

"K" – INWOOD

GATES AVENUE – from the north curblineline of Bayview Avenue, north to the south curblineline of Roger Avenue. (TH 65/16)

* * * *

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 21527

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
FOR THE PURPOSE OF ESTABLISHING AND
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 PERSON.

WHEREAS, pursuant to Section 202-48 of the Code of the
Town of Hempstead, the Town Board may, from time to time,
hold public hearings to establish and set aside public
places, streets or portions of streets within the Town as
parking spaces for the sole and exclusive use of holders of
valid special parking permits issued by the County of
Nassau to physically handicapped persons;

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 the 29th day of March, 2016, at
10:30 o'clock in the forenoon of that day, at which time
all persons interested shall be heard on the establishment
and setting aside of 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:

UNIONDALE

GREENGROVE AVENUE - east side,
starting at a point 173 feet north
of the north curblineline of Hempstead
Blvd., north for a distance of 22 feet.
(TH-361B/15)

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

UNIONDALE

GREENGROVE AVENUE - east side,
starting at a point 185 feet north
of the north curblineline of Hempstead
Blvd., north for a distance of 22 feet.
(TH-361B/15)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such
hearing by the publication thereof in Newsday, a newspaper

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Case #

21527

having a general circulation in the Town of Hempstead, once at least ten days prior to the above-specified date of said hearing.

The foregoing resolution was seconded by and adopted upon roll call as follows:

AYES:

NOES:

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 29th day of March, 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:

UNIONDALE

GREENGROVE AVENUE - east side,
starting at a point 173 feet north
of the north curbline of Hempstead
Blvd., north for a distance of 22 feet.
(TH-361B/15)

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

UNIONDALE

GREENGROVE AVENUE - east side,
starting at a point 185 feet north
of the north curbline of Hempstead
Blvd., north for a distance of 22 feet.
(TH-361B/15)

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

Dated: Hempstead, New York
March 8, 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 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 29th day of March , 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-53 of the code of the Town of Hempstead to REPEAL "LOADING ZONES" at the following location:

WANTAGH BEECH STREET (370/99) East Side – 30 MINUTE PARKING-
LOADING ZONE – starting at a point 90 feet south of the south curbline
of Park Avenue, south for a distance of 26 feet. (Adopted 3/14/00)

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: March 8, 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 fifty-three of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to and repeal "LOADING ZONES" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section two hundred two dash fifty-three 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 fifty-four of two thousand fifteen is hereby amended by repealing therein "LOADING ZONES" at the following location:

WANTAGH

BEECH STREET (370/99) East Side – 30 MINUTE PARKING-
LOADING ZONE – starting at a point 90 feet south of the south curblin
of Park Avenue, south for a distance of 26 feet. (Adopted 3/14/00)

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 CALLING A PUBLIC HEARING ON THE PROPOSED
AMENDMENT OF SECTION 336.G.(3) OF ARTICLE XXXIII OF THE
BUILDING ZONE ORDINANCE IN RELATION TO PROHIBITING
COIN-OPERATED OR OTHER FEE-BASED AIR COMPRESSORS AT
GASOLINE SERVICE STATIONS LOCATED IN THE GASOLINE
SERVICE STATION DISTRICT

WHEREAS, the Town Board of the Town of Hempstead is
empowered to amend the Building Zone Ordinance of the Town of
Hempstead pursuant to Article 16 of the Town Law of the State of
New York and Article XXVI of the Building Zone Ordinance of the
Town of Hempstead, as amended; and

WHEREAS, it is in the public interest to consider the
amendment of section 336.g.(3) of Article XXXIII of the Building
Zone Ordinance in relation to prohibiting coin-operated or other
fee-based air compressors at gasoline service stations located in
the Gasoline Service Station (GSS) District:

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting
Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington
Street, Hempstead, New York on the _____ day of _____
, 2016 at _____ o'clock in the _____ noon of
that day to consider the amendment of section 336.g.(3) of
Article XXXIII of the Building Zone Ordinance in relation to
prohibiting coin-operated or other fee-based air compressors at
gasoline service stations located in the Gasoline Service Station
(GSS) District, such that it shall state as follows:

§ 336. Gasoline Service Station (GSS) regulations.

* * *

G. Operation and supervision.

* * *

(3) All gasoline service stations shall provide an
air compressor capable of inflating automobile tires,
which is installed and maintained in manner that
complies with the following conditions:

- (a) Air shall be provided at no charge to the user,
customer or patron, twenty-four hours a day,
seven days a week, 365 days year.
- (b) The mechanism utilized to turn on the compressor,
such as a switch or button, shall be readily
accessible to the customer at the point of
distribution.
- (c) Clear directions for use of the air compressors
shall be mounted in plain sight on the unit at
the point of distribution.

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Case #28676

- (d) Coin-operated or other for profit air compressor units prohibited. All air compressor units installed prior to the enactment of this subparagraph (d) that operate through the use of coin slots or any other mechanism for accepting coins, bills or other forms of proprietary currency in exchange for air are prohibited and shall be removed or permanently covered.
- (e) The air compressor and hoses necessary for the inflation of tires shall be kept in good repair and shall be available to motorists at all times, and must include gauge displaying PSI to enable users to monitor the level of air in their tires.
- (f) By amortization, all the above requirements of section 336.G.(3) shall apply to legally pre-existing gasoline service stations, commencing on June 1, 2016, whereupon violation of any of these provisions shall constitute violations of this Ordinance.

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public hearing and give written notice to people entitled thereto according to law.

The foregoing resolution was seconded by
and adopted upon roll call as follows:

AYES:

NOES:

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 29 day of March , 2016, at 10:30 o'clock in the forenoon of that day, to consider the amendment of section 336.g.(3) of Article XXXIII of the Building Zone Ordinance in relation to prohibiting coin-operated or other fee-based air compressors at gasoline service stations located in the Gasoline Service Station (GSS) District. 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
March 8, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

CASE NO. 24163

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING
ON APPLICATION OF LAKEVIEW REALTY CORP., FOR
SPECIAL EXCEPTION (PUBLIC GARAGE), (NR) ROCKVILLE
CENTRE, NEW YORK.

ADOPTED: March 8, 2016

offered the following resolution and moved its
adoption:

RESOLVED, that a public hearing be held on March 29, 2016 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 for
Special Exception (Public Garage), to utilize parcel 1 as
an automobile body repair shop and Parcel 2 as a parking
area in conjunction with Parcel 1 on the s/w/c of Lakeview
& Tanglewood Aves. (NR) ROCKVILLE CENTRE, 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:

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54

Case #

24163

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 March 29, 2016 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of LAKEVIEW REALTY CORP. for Special Exception (Public Garage) to utilize parcel 1 as an automobile body repair shop and Parcel 2 as a parking area in conjunction with Parcel 1 on the following described premises (NR) ROCKVILLE CENTRE, New York:

An irregularly shaped parcel located at the intersection of the s/si of Lakeview Ave. & e/si of Tanglewood Rd. w/frontage of 144' on Lakeview Ave. & frontage of 52' & depth of approx, 95' on Tanglewood Rd., Town of Hempstead, Nassau County, 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, N.Y.

Anthony J. Santino
Supervisor

NASRIN G. AHMAD
Town Clerk

Dated: March 8, 2016
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR GERALDINE
BARROWS, ASSISTANT TO THE TOWN
BOARD, IN THE OFFICE OF THE TOWN
BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Geraldine Barrows, Assistant to the
Town Board, in the Office of the Town Board, Councilmanic District #3, be and hereby is increased to
\$93,579, Ungraded, by the Supervisor of the Town of Hempstead and ratified by the Town Board of the
Town of Hempstead effective March 9, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LARRY BELL AS
RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Larry Bell, now serving as Recycling Worker I, in the Department of Sanitation, be and hereby is appointed Recycling Worker II, Non Competitive, Grade 12, Step 12 (M), Salary Schedule C, \$80,152, in the Department of Sanitation, by the Deputy Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 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: APPOINTMENT OF JUSTIN BLASICH AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF GENERAL SERVICES, TRAFFIC CONTROL
DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Justin Blasich, now serving as Laborer II, in the Department of General Services, Traffic Control Division, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 10 (K), Salary Schedule C, \$76,530, in the Department of General Services, Traffic Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective March 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: SALARY ADJUSTMENT FOR JASMINE
CHANDI, CLERK LABORER, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Jasmine Chandi, Clerk Laborer, in the Department of Parks and Recreation, be and hereby is increased to Grade 9, Step 6 (G), Salary Schedule C, \$55,043, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective March 9, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JO-ANN
CLEARY-HARKIN, PARK CREW CHIEF, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Jo-Ann Cleary-Harkin, Park Crew Chief, in the Department of Parks and Recreation, be and hereby is increased to \$110,763, Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective March 9, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DUAN DRAYTON AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF SANITATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Duan Drayton, now serving as Recycling Worker I, in
the Department of Sanitation, be and hereby is appointed Labor Crew Chief I, Non Competitive,
Grade 13, Step 3 (D), Salary Schedule C, \$54,421, in the Department of Sanitation, by the Deputy
Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of
Hempstead effective March 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: APPOINTMENT OF PETER GIORDANO AS
STOREYARD CREW CHIEF, IN THE
DEPARTMENT OF GENERAL SERVICES,
CEMETERIES DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Peter Giordano, now serving as Mower Maintenance Crew Chief, in the Department of General Services, Buildings and Grounds Division, be and hereby is appointed Storeyard Crew Chief, Non Competitive, Grade 17, Step 13 (N), Salary Schedule C, \$97,887, in the Department of General Services, Cemeteries Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective March 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: APPOINTMENT OF ROBERT LECHLER AS
STOREYARD CREW CHIEF, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Robert Lechler, now serving as Maintenance Electrician Crew Chief, in the Department of Parks and Recreation, be and hereby is appointed Storeyard Crew Chief, Non Competitive, Grade 17, Step 7 (H), Salary Schedule C, \$74,126, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective March 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: APPOINTMENT OF DONNA LIMA AS
MESSENGER, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Donna Lima, now serving as Clerk Laborer, in the Department of Parks and Recreation, be and hereby is appointed Messenger, Non Competitive, Ungraded, at an annual salary of \$76,955, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective March 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: SALARY ADJUSTMENT FOR ANTHONY
MALTESE, ENGINEERING HELPER, IN THE
DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anthony Maltese, Engineering Helper,
in the Department of General Services, Administration, be and hereby is increased to \$79,240,
Ungraded, by the Commissioner of the Department of General Services and ratified by the Town Board
of the Town of Hempstead effective March 9, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR THOMAS
METZGER, SUPERINTENDENT OF
SANITATION, IN THE DEPARTMENT OF
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Thomas Metzger, Superintendent of Sanitation, in the Department of Sanitation, be and hereby is increased to \$149,054, Ungraded, by the Deputy Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 9, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN NOVELLO AS
DEPUTY COMMISSIONER, DEPARTMENT
OF BUILDINGS, IN THE DEPARTMENT OF
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Novello be and hereby is appointed as Deputy
Commissioner, Department of Buildings, in the Department of Buildings, Exempt, Ungraded, at an
annual salary of \$125,000, by the Commissioner of the Department of Buildings and ratified by the
Town Board of the Town of Hempstead effective March 21, 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: APPOINTMENT OF PERRY QUANN AS PARK
CREW CHIEF, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Perry Quann, now serving as Park Supervisor I, in the Department of Parks and Recreation, be and hereby is appointed Park Crew Chief, Non Competitive, Ungraded, at an annual salary of \$102,731, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective March 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: APPOINTMENT OF GARY SPITZ AS
ENGINEERING HELPER, IN THE
DEPARTMENT OF PARKS AND
RECREATION.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Gary Spitz, has resigned his position as Counsel to
Commissioner, Department of Parks and Recreation, in the Department of Parks and Recreation,
NOW, BE IT

RESOLVED, that Gary Spitz be and hereby is appointed as
Engineering Helper, Non Competitive, Ungraded, with no change in salary, in the Department of
Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and
ratified by the Town Board of the Town of Hempstead effective March 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: NON COMPETITIVE PROMOTION FOR
JUDITH SPRINGS, OFFICE SERVICES
ASSISTANT, IN THE DEPARTMENT OF
URBAN RENEWAL.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Judith Springs, now serving as Clerk Laborer,
Non Competitive, in the Department of Urban Renewal, be and hereby is given a Non Competitive
promotion, per Section 52.7 of the Civil Service Law, to Office Services Assistant, Grade 12,
Step 3 (D), Salary Schedule C, \$52,905, by the Acting Director of the Department of Urban
Renewal and ratified by the Town Board of the Town of Hempstead effective February 29, 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: APPOINTMENT OF MATTHEW THOMPSON AS
PARK CREW CHIEF, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Matthew Thompson, now serving as Special Park District Supervisor, in the Department of Parks and Recreation, be and hereby is appointed Park Crew Chief, Non Competitive, Ungraded, at an annual salary of \$137,048, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective March 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: APPOINTMENT OF ANTHONY TINE AS LABOR
CREW CHIEF I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Anthony Tine, now serving as Laborer II, in
the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief I, Non
Competitive, Grade 13, Step 12 (M), Salary Schedule C, \$82,546, in the Department of Parks and
Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town
Board of the Town of Hempstead effective March 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: APPOINTMENT OF JAMIE TISO AS
SECRETARY TO THE TOWN CLERK, IN
THE OFFICE OF THE TOWN CLERK.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Jamie Tiso be and hereby is appointed as Secretary to the Town Clerk, in the Office of the Town Clerk, Exempt, Ungraded, at an annual salary of \$70,000, by the Town Clerk and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective March 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: