

In the Matter of Application

Of

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

Against

Joji Thekkedath  
1572 Walter Street  
East Meadow New York 11554

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 That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following: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 50, Block 389 and lot number (s) 21 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 29, 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 ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: AFOREMENTIONED PROPERTY LOCATED ON LOCATED ON THE SOUTH EAST CORNER OF WALTER STREET AND MERRICK AVENUE. SEC 50, BLOCK 389, AND LOT (S) 21, A/K/A 1572 WALTER STREET, EAST MEADOW, 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

In the Matter of Application

Of

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

Against

Elizabeth DelPrado  
60 Twisting Lane  
Wantagh New York 11793

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 That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following: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 51, Block 408 and lot number (s) 2 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 29, 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 WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: AFOREMENTIONED PROPERTY LOCATED ON LOCATED ON THE SOUTH SIDE OF TWISTING LANE 42 FEET EAST OF SEAMANS NECK ROAD. SEC 51, BLOCK 408, AND LOT (S) 2, A/K/A 60 TWISTING LANE, WANTAGH, 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 #65

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 29<sup>th</sup> 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 curblane 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 curblane 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 curblane 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 curblane 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 curblane 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 curblane 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 curblane of Park Avenue, south to a point 30 feet north of the north curblane 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

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 29<sup>th</sup> 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

Case No. 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 29<sup>th</sup> 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

Case No. 2944E

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 29<sup>th</sup> 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 curblin 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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

Nasrin G. Ahmad  
Town Clerk

Case No. 20614

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 29<sup>th</sup> 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

Case no. 24650



NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of five (5) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holiday" signs and thirty-nine (39) "Resident Permit Required" signs in parking field BA-5, Baldwin; the adoption of four (4) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and fourteen (14) "Resident Permit Required" signs in parking field BA-7, Baldwin; four (4) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holiday" signs and seven (7) "Resident Permit Required" signs in parking field BA-8, Baldwin; the adoption of four (4) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and fourteen (14) "Resident Permit Required" signs in parking field BA-12, Baldwin; the adoption of two (2) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and eleven (11) "Resident Permit Required" signs in parking field B-1, Bellmore; the adoption of three (3) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and seven "Resident Permit Required" signs and twelve (12) "No Resident Permit Required Under RR Trestle" signs in parking field

Case No. 15396

B-2, Bellmore; the adoption of three (3) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs, five (5) "Resident Permit Required" signs and fourteen (14) "No Resident Permit Required Under RR Trestle" signs in parking field B-3, Bellmore; the adoption of three (3) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holiday" signs and eleven (11) "Resident Permit Required" signs in parking field B-8, Bellmore; the adoption of four (4) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs, nine (9) "Resident Permit Required" signs and seventeen (17) "No Resident Permit Required Under RR Trestle" signs in parking field M-5, Merrick; the adoption of two (2) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and eight (8) "Resident Permit Required" signs and seven (7) "No Resident Permit Required Under RR Trestle" signs in parking field M-7, Merrick; the adoption of three (3) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs, three (3) "Resident Permit Required" signs and three (3) "No Resident Permit Required Under RR Trestle" signs in parking field M-8, Merrick; the adoption of two (2) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and five (5) "Resident Permit Required" signs in parking field M-9, Merrick; the adoption of two (2) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and ten (10) "Resident Permit Required" signs in parking field M-11,

Merrick; the adoption of five (5) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs in parking field S-5, Seaford; the repeal of three (3) "Commuter Parking Field-Resident Permit 7 AM to 4 PM Except Saturday, Sunday & Holidays" signs and the adoption of Seven (7) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and three (3) "No Resident Permit Required Under RR Trestle" signs in parking field S-6, Seaford; the adoption of two (2) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and six (6) "Resident Permit Required" signs in parking field S-9, Seaford; the repeal of two (2) "Commuter Parking Field-Resident Permit Required Except Under RR Trestle 7 AM to 4 PM Except Saturday, Sunday & Holidays" signs and eight (8) "Resident Permit Not Required" signs and the adoption of three (3) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and eight (8) "Resident Permit Required" signs in parking field WA-1, Wantagh; the repeal of three (3) "Commuter Parking Field-Resident Permit Required Except Under RR Trestle 7 AM to 4 PM Except Saturday, Sunday & Holidays" signs, eight (8) "Resident Permit Not Required" signs and the adoption of four (4) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and ten (10) "Resident Permit Required" signs in parking field WA-2, Wantagh; the repeal of three (3) "Commuter Parking Field-Resident Permit Required Except Under RR Trestle 7 AM to 4 PM Except Saturday, Sunday & Holidays" signs and the adoption of three (3) "Commuter Parking Field-

Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday & Holidays" sign and ten (10) "Resident Permit Required" signs in parking field WA-3, Wantagh; the repeal of three (3) "Commuter Parking Field-Resident Permit Required Except Under RR Trestle 7 AM to 4 PM Except Saturday, Sunday & Holidays" signs and the adoption of three (3) "Commuter Parking Field-Resident Permit Required 6 AM to 1 PM Except Saturday, Sunday and Holidays" signs and eight (8) "Resident Permit Required" signs in parking field WA-4, Wantagh; the repeal of four (4) "Commuter Parking Field-Resident Permit Required Unless Otherwise Posted" signs and the adoption of four (4) "Commuter Parking Field-Resident Permit 6 AM to 1 PM Except Saturday, Sunday & Holidays" sign in parking field WA-5, Wantagh; the adoption of two (2) "Commuter Parking Field-Resident Permit 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and four (4) "Resident Permit Required" signs in parking field WA-9, Wantagh; the adoption of one (1) "Commuter Parking Field-Resident Permit 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and four (4) "Resident Permit Required" signs in parking field WA-10, Wantagh; and the adoption of one (1) "Commuter Parking Field-Resident Permit 6 AM to 1 PM Except Saturday, Sunday & Holidays" signs and three (3) "Resident Permit Required" signs in parking field WA-11, Wantagh; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

PLEASE TAKE FURTHER NOTICE that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 29<sup>th</sup> day of March, 2016 at

10:30 in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

BALDWIN  
BA-5

Commuter Parking Field  
Baldwin  
Town of Hempstead  
(TH-637/15)

BALDWIN  
BA-7

Commuter Parking Field  
Baldwin  
Town of Hempstead  
(TH-638/15)

BALDWIN  
BA-8

Brooklyn Avenue (On Street Parking)  
Between  
Chestnut Street & Grand Avenue  
Baldwin - Town of Hempstead  
(TH-639/15)

BALDWIN  
BA-12

Commuter Parking Field  
Baldwin  
Town of Hempstead  
(TH-640/15)

BELLMORE  
B-1

Commuter Parking Field  
Bellmore  
Town of Hempstead  
(TH-641/15)

BELLMORE  
B-2

Commuter Parking Field  
Bellmore  
Town of Hempstead  
(TH-642/15)

BELLMORE  
B-3

Commuter Parking Field  
Bellmore  
Town of Hempstead  
(TH-643/15)

BELLMORE

B-8

Commuter Parking Field  
Bellmore  
Town of Hempstead  
(TH-644/15)

MERRICK

M-5

Commuter Parking Field  
Merrick  
Town of Hempstead  
(TH-645/15)

MERRICK

M-7

Commuter Parking Field  
Merrick  
Town of Hempstead  
(TH-646/15)

MERRICK

M-8

Commuter Parking Field  
Merrick  
Town of Hempstead  
(TH-647/15)

MERRICK

M-9

Commuter Parking  
Merrick  
Town of Hempstead  
(TH-648/15)

MERRICK

M-11

Bedford Ave.-Parking Field  
Between  
Washington St. & Brooklyn Ave.  
Merrick Public Library  
(TH-649/15)

SEAFORD

S-5

Commuter Parking Field  
Seaford  
Town of Hempstead  
(TH-650/15)

SEAFORD

S-6

Commuter Parking Field  
Seaford  
Town of Hempstead  
(TH-651/15)

SEAFORD

S-9

Commuter Parking Field  
Seaford  
Town of Hempstead  
(TH-652/15)

WANTAGH

WA-1

Commuter Parking Field  
Wantagh  
Town of Hempstead  
(TH-653/15)

WANTAGH

WA-2

Commuter Parking Field  
Wantagh  
Town of Hempstead  
(TH-654/15)

WANTAGH

WA-3

Commuter Parking Field  
Wantagh  
Town of Hempstead  
(TH-655/15)

WANTAGH

WA-4

Commuter Parking Field  
Wantagh  
Town of Hempstead  
(TH-656/15)

WANTAGH

WA-5

Park Ave. Parking Field and New  
Access Road to Wantagh Avenue  
Wantagh-Town of Hempstead N.Y.  
(TH-657/15)

WANTAGH

WA-9

Commuter Parking Field  
Wantagh  
Town of Hempstead  
(TH-658/15)

WANTAGH  
WA-10

Commuter Parking Field  
Wantagh  
Town of Hempstead  
(TH-659/15)

WANTAGH  
WA-11

Commuter Parking Field  
Wantagh  
Town of Hempstead  
(TH-660/15)

Copies of the proposed public parking field maps are on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York.

ALL INTERESTED PERSONS 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

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor



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 29<sup>th</sup> 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

Case No. 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 paragraph P to section 79-15 of Chapter 79 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon Town Housing Authority properties.

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

0.00 401016

town of Hempstead

A local law to amend chapter 79 of the code of the town of Hempstead insofar as to add a new paragraph P to section 79-15 of Chapter 79 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon town housing authority properties.

Introduced by: Councilwoman Goosby

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

Section One. Chapter 79 of the code of the town of Hempstead is amended insofar as to add a new paragraph P to section 79-15 of Chapter 79 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon Town Housing Authority properties, to read as follows:

Chapter 79  
Protection of Housing Authority Properties

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§ 79-15. Traffic Control.

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P. No person shall operate, park or leave standing any vehicle within Housing Authority owned or controlled property 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 within any Housing Authority 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.

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 add a new paragraph U to section 163-37 of Chapter 163 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon Town Marinas and Dock 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

*C. J. Milano*

Town of Hempstead

A local law to amend chapter 163 of the code of the town of Hempstead insofar as to add a new paragraph U to section 163-37 of Chapter 163 of the code of the town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon town marina and dock property.

Introduced by: Councilwoman Goosby

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

Section One. Chapter 163 of the code of the town of Hempstead is amended insofar as to add a new paragraph U to section 163-37 of Chapter 163 of the Code of the Town of Hempstead, in relation to prohibiting vehicles with expired registration stickers or inspection stickers from entering upon Town marina and dock property, to read as follows:

Chapter 163  
Marinas and Docks

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§ 163-37. Traffic Control.

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U. No person shall operate, park or leave standing any vehicle within a Town marina or dock property 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 marina or dock property 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.

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 29<sup>th</sup> 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 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)

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

Case No. 21527

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 29th 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

*Done 4/20/16*

NOTICE OF PUBLIC HEARING

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Town of Hempstead, New York, on the 29th day of March, 2016, at 10:30 o'clock in the forenoon of that day for the purpose of considering the petition of LAKEVIEW REALTY CORP and MATTHEW & HEATHER, LLC, for Revocation of Declaration of Restrictive Covenants dated August 2, 1990 affecting the following described real property located (NR) Rockville Centre, Town of Hempstead, Nassau County, New York:

An irregularly shaped parcel of property located at the intersection of the southerly side of Lakeview Avenue and the westerly side of Tanglewood Road with a frontage on Lakeview Avenue of approximately 112 feet and a frontage on Tanglewood Road of approximately 121 feet and with a depth of 104 feet located near Rockville Centre, Town of Hempstead, Nassau County, New York, also known by the street number 525 Lakeview Avenue, Rockville Centre, New York.

Map pertaining to said proposal is on file with the application 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.

Dated: Hempstead, New York  
March 8, 2016

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

Nasrin Ahmad  
Town Clerk

ANTHONY SANTINO  
Supervisor

Handwritten signature/initials



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.

Doc # 2011/162

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF THE BETHLEHEM LUTHERAN  
CHURCH, FOR A PARADE PERMIT FOR A PARADE HELD IN  
BALDWIN, NEW YORK, ON MARCH 20, 2016.

WHEREAS, Julian Baker of Baldwin, New York, Sunday School  
Superintendent, for The Bethlehem Lutheran Church, New York has filed an  
application with the Town Clerk of the Town of Hempstead, for a Parade Permit  
for a Parade held in Baldwin, New York, on March 20, 2016, from 10:15 a.m. to  
10:30 a.m. and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade held in the best interest of the Town of Hempstead, has  
recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Julian  
Baker, Sunday School Superintendent of the Bethlehem Lutheran Church, be and  
the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions  
of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item #

Case #

1  
25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF  
ASSEMBLYMAN BRIAN CURRAN'S RUN FOR HERO'S FOR A  
PARADE PERMIT FOR K-RUN TO BE HELD IN BAY PARK, NEW  
YORK, ON APRIL 17, 2016.

WHEREAS, Assemblyman Brian Curran, of Lynbrook, New York,  
Sponsor of Assemblyman Brian Curran's Run For Hero's, Franklin Square, New  
York has filed an application with the Town Clerk of the Town of Hempstead, for  
a Parade Permit for a K-Run to be held in Bay Park, New York, on April 17, 2016  
from 8:30 a.m. to 11:00 a.m. and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade would be held in the best interest of the Town of  
Hempstead, has recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Assemblyman Brian  
Curran, Sponsor of Assemblyman Brian Curran's Run For Hero's, Bay Park, New  
York, be and the same is hereby GRANTED, subject to all the provisions of  
Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # \_\_\_\_\_

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE VFW POST  
2718 FOR A PARADE PERMIT FOR A PARADE TO BE HELD IN  
FRANKLIN SQUARE, NEW YORK, ON MAY 30, 2016.

WHEREAS, Ronald Boehning, of Franklin Square, New York, Senior  
Vice Commander of VFW Post 2718, Franklin Square, New York has filed an  
application with the Town Clerk of the Town of Hempstead, for a Parade Permit  
for a Parade to be held in Franklin Square, New York, on May 30, 2016 from  
10:00 a.m. to 12:00 p.m. and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade would be held in the best interest of the Town of  
Hempstead, has recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Ronald Boehning, Senior  
Vice Commander, of VFW Post 2718, be and the same is hereby GRANTED,  
subject to all the provisions of Chapter 117 entitled Parades; Code of the Town of  
Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

1  
25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE FRANKLIN  
SQUARE LITTLE LEAGUE FOR A PARADE PERMIT FOR PARADE  
TO BE HELD IN FRANKLIN SQUARE, NEW YORK, ON APRIL 9,  
2016. RAIN DATE: APRIL 16, 2016.

WHEREAS, Joseph Martelli, of Garden City South, New York, Executive  
Vice President of the Franklin Square Little League, Franklin Square, New York  
has filed an application with the Town Clerk of the Town of Hempstead, for a  
Parade Permit for a Parade to be held in Franklin Square, New York, on April 9,  
2016 from 11:00 a.m. to 12:30 p.m. Rain Date: April 16, 2016 and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade would be held in the best interest of the Town of  
Hempstead, has recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Joseph Martelli, Executive  
Vice President of the Franklin Square Little League, be and the same is hereby  
GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of  
the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 1

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF GREATER  
LONG ISLAND RUNNING CLUB FOR A PARADE PERMIT FOR K-  
RUN TO BE HELD IN LIDO BEACH, NEW YORK, ON MAY 26,  
2016.

WHEREAS, Mike Polansky, of Plainview, New York, President, of  
Greater Long Island Running Club, Plainview, New York has filed an application  
with the Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run  
to be held in Lido Beach, New York, on May 26, 2016 from 7:00 p.m. to 8:00  
p.m. and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade would be held in the best interest of the Town of  
Hempstead, has recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Mike Polansky, President,  
of the Greater Long Island Running Club, Plainview, New York, be and the same  
is hereby GRANTED, subject to all the provisions of Chapter 117 entitled  
Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # \_\_\_\_\_

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF ST. MARTHA R.C.C., FOR A PARADE  
PERMIT FOR A PARADE HELD IN UNIONDALE, NEW YORK, ON  
MARCH 25, 2016.

WHEREAS, Deacon Hernst Bellevue of Uniondale, New York, Deacon,  
of St. Martha R.C.C., New York has filed an application with the Town Clerk of  
the Town of Hempstead, for a Parade Permit for a Parade held in Uniondale, New  
York, on March 25, 2016, from 4 :00 p.m. to 6:00 p.m. and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade held in the best interest of the Town of Hempstead, has  
recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Deacon  
Hernst Bellevue, Deacon of St. Martha R.C.C., be and the same is hereby  
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117  
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item #

1

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE ATHLETIC  
HONOR SOCIETY - VALLEY STREAM SOUTH HIGH SCHOOL  
FOR A PARADE PERMIT FOR A K-RUN TO BE HELD IN VALLEY  
STREAM, NEW YORK, ON APRIL 16, 2016.

WHEREAS, Francesco Visone, of Valley Stream, New York, Teacher at  
Valley Stream South High School, Valley Stream, New York has filed an  
application with the Town Clerk of the Town of Hempstead, for a Parade Permit  
for a K-Run to be held in Valley Stream, New York, on April 16, 2016 from  
10:00 a.m. to 11:30 a.m. and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade would be held in the best interest of the Town of  
Hempstead, has recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Francesco Visone, Teacher,  
at Valley Stream South High School, be and the same is hereby GRANTED,  
subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of  
Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 1

Case # 25843



CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF ST. THOMAS THE APOSTLE CHURCH  
KNIGHTS OF COLUMBUS FOR A PARADE PERMIT FOR A  
PROCESSION HELD IN WEST HEMPSTEAD, NEW YORK, ON  
MARCH 25, 2016.

WHEREAS, Joseph Ardito of Franklin Square, New York, Member, of  
St. Thomas the Apostle Church Knights of Columbus, New York has filed an  
application with the Town Clerk of the Town of Hempstead, for a Parade Permit  
for a Procession held in West Hempstead, New York, on March 25, 2016, from 6  
:00 p.m. to 7:00 p.m. and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade held in the best interest of the Town of Hempstead, has  
recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Joseph  
Ardito, Member of St. Thomas the Apostle Church Knights of Columbus, be and  
the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions  
of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item #

Case #

1  
25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF W. T. CLARKE  
MS/HS FOR A PARADE PERMIT FOR K-RUN TO BE HELD IN  
WESTBURY, NEW YORK, ON APRIL 16, 2016.

WHEREAS, Josh Friedman, of Westbury, New York, Race Coordinator,  
of W. T. Clarke MS/HS, Westbury, New York has filed an application with the  
Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be  
held in Westbury, New York, on April 16, 2016 from 8:30 a.m. to 10:30 a.m. and

Whereas, The Town Clerk, in consultation with the Commissioner of the  
Nassau County Police Department and the Fire Marshall of Nassau County has  
determined that the parade would be held in the best interest of the Town of  
Hempstead, has recommended its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Josh Friedman, Race  
Coordinator, of W. T. Clarke MS/HS, Westbury, New York, be and the same is  
hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades,  
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 25843

CASE NO. 461

RESOLUTION NO.

RESOLUTION RE: REMOVING ZACHARY FROST, BRYAN  
McDONALD, CHRISTOPHER ARMBRUSTER, RYAN KELLEHER  
AND KYLE O'SULLIVAN FROM COMPANY ROLLS 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 in removing ZACHARY FROST,  
residing at [REDACTED], Merrick, New York 11566,  
BRYAN McDONALD, residing at [REDACTED], Merrick,  
New York, 11566, CHRISTOPHER ARMBRUSTER, residing at [REDACTED]  
[REDACTED], Merrick, New York 11566, RYAN KELLEHER  
residing at [REDACTED], Merrick, New York 11566 and  
KYLE O'SULLIVAN, residing at [REDACTED], 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 #

2

Case #

461

CASE NO.

RESOLUTION NO.

Adopted:

Councilman \_\_\_\_\_ offered the following resolution and moved its adoption:

RESOLUTION APPOINTING DANIEL J. LINO TO THE TOWN OF HEMPSTEAD DISCIPLINARY BOARD.

WHEREAS, pursuant to Resolution No. 385-1960, adopted by this Town Board on March 29, 1960, a Disciplinary Hearing Board was created pursuant to the provisions of the Civil Service Law of the State of New York, to conduct hearings involving charges of incompetency or misconduct of Civil Service employees:

WHEREAS, the Town Board deems that Daniel J. Lino, Deputy Commissioner in the Department of Parks of the Town of Hempstead, is duly qualified to act as a member of said Disciplinary Hearing Board:

NOW, THEREFORE BE IT

RESOLVED, that Daniel J. Lino be and hereby is appointed as a member of the Disciplinary Hearing Board to conduct hearings including charges of incompetency or misconduct of Civil Service employees; and BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to forward certified copies of this resolution to all departments of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

7638-A

CASE NO.

RESOLUTION NO.

Adopted:

Councilman \_\_\_\_\_ offered the following resolution and moved its adoption:

RESOLUTION RE- APPOINTING BERTRAM F. PATTERSON TO THE TOWN OF HEMPSTEAD DISCIPLINARY BOARD.

WHEREAS, pursuant to Resolution No. 385-1960, adopted by this Town Board on March 29, 1960, a Disciplinary Hearing Board was created pursuant to the provisions of the Civil Service Law of the State of New York, to conduct hearings involving charges of incompetency or misconduct of Civil Service employees: and

WHEREAS, the Town Board deems that Bertram F. Patterson, Deputy Commissioner in the Department of Planning and Economic Development of the Town of Hempstead, is duly qualified to act as a member of said Disciplinary Hearing Board:

NOW, THEREFORE BE IT

RESOLVED, that Bertram F. Patterson be and hereby is re-appointed as a member of the Disciplinary Hearing Board to conduct hearings including charges of incompetency or misconduct of Civil Service employees; and BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to forward certified copies of this resolution to all departments of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

7638-A

CASE NO.

RESOLUTION NO.

Adopted:

Councilman \_\_\_\_\_ offered the following resolution and moved  
its adoption:

RESOLUTION APPOINTING THOMAS A. TOSCANO AS  
CHAIRMAN TO THE TOWN OF HEMPSTEAD DISCIPLINARY  
BOARD.

WHEREAS, pursuant to Resolution No. 385-1960, adopted by this  
Town Board on March 29, 1960, a Disciplinary Hearing Board was  
created pursuant to the provisions of the Civil Service Law of the State  
of New York, to conduct hearings involving charges of incompetency or  
misconduct of Civil Service employees:

WHEREAS, the Town Board deems that Thomas A. Toscano,  
Commission of Highway Department of the Town of Hempstead, is duly  
qualified to be Chairman of said Disciplinary Board:

NOW, THEREFORE BE IT

RESOLVED, that Thomas A. Toscano, be and hereby is appointed  
Chairman of the Disciplinary Board to conduct hearings including  
charges of incompetency or misconduct of Civil Service employees; and  
BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to  
forward certified copies of this resolution to all departments of the  
Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

7638-A

CASE NO.

RESOLUTION NO.

Adopted:

Councilman \_\_\_\_\_ offered the following resolution and moved its adoption:

RESOLUTION APPOINTING MARIO BOVE TO THE TOWN OF HEMPSTEAD GRIEVANCE BOARD.

WHEREAS, heretofore and pursuant to the authority in Article 16 of the General Municipal Law of the State of New York, an order of the Town Board was adopted on the 26<sup>th</sup> day of February, 1963, and pursuant to Resolution No. 375/63, the Town of Hempstead Grievance Board was established and

WHEREAS, thereafter by various resolutions of the Town Board, members were appointed to said Grievance Board:

WHEREAS, a vacancy on said Board now exists:

WHEREAS, by reason thereof and in the public interest of employees of the Town of Hempstead it is the desire of the Town Board to appoint a new member;

NOW THEREFORE BE IT

RESOLVED, that Mario Bove, be and he hereby is appointed a member of the Town of Hempstead Grievance Board and BE IT FURTHER

RESOLVED, that the Town Clerk, be and hereby is directed to forward certified copies of this resolution to all departments of the Town of Hempstead, as may be hereafter adopted by said Grievance Board.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

4

Case #

7638

CASE NO.

RESOLUTION NO.

Adopted:

Councilman \_\_\_\_\_ offered the following resolution and moved its adoption:

RESOLUTION APPOINTING LAURA DISABATINO TO THE  
THE TOWN OF HEMPSTEAD GRIEVANCE BOARD.

WHEREAS, heretofore and pursuant to the authority in Article 16 of the General Municipal Law of the State of New York, an order of the Town Board was adopted on the 26<sup>th</sup> day of February, 1963 and pursuant to Resolution No. 375/63, the Town of Hempstead Grievance Board was established;

WHEREAS, thereafter by various resolutions of the Town Board, members were appointed to said Grievance Board:

WHEREAS, a vacancy on said Board now exists:

WHEREAS, by reason thereof and in the public interest of employees of the Town of Hempstead it is the desire of the Town Board to appoint a new member;

NOW, THEREFORE, BE IT

RESOLVED, that Laura DiSabatino, be and she hereby is appointed a member of the Town of Hempstead Grievance Board and; BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to forward certified copies of this resolution to all departments of the Town of Hempstead, as may be hereafter adopted by said Grievance Board.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4  
Case # 7638



CASE NO.

RESOLUTION NO.

Adopted:

Councilman \_\_\_\_\_ offered the following resolution and moved its adoption:

RESOLUTION APPOINTING JOHN E. ROTTKAMP AS  
CHAIRMAN OF THE TOWN OF HEMPSTEAD  
GRIEVANCE BOARD.

WHEREAS, heretofore and pursuant to the authority in Article 16 of the General Municipal Law of the State of New York, an order of the Town Board was adopted on the 26<sup>th</sup> day of February, 1963, and pursuant to Resolution No. 375/63, the Town of Hempstead Grievance Board was established and a Chairman was designated:

WHEREAS, thereafter by various resolutions of the Town Board, members were appointed to said Grievance Board:

WHEREAS, a vacancy on said Board now exists with respect to the office of chairman

WHEREAS, this Town Board deems that John E. Rottkamp, Commissioner of Building Department is duly qualified to be chairman of said Grievance Board;

NOW THEREFORE BE IT

RESOLVED, that John E. Rottkamp, a member of the Town of Hempstead Grievance Board be and he hereby is appointed as Chairman of the Town of Hempstead Grievance Board; and BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to forward certified copies of this resolution to all departments of the Town of Hempstead, as may be hereafter adopted by said Grievance Board.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

4

7638

CASE NO.

RESOLUTION NO.

Adopted:

its adoption:

offered the following resolution and moved

RESOLUTION APPOINTING JEFFREY CONNELLY  
TO FILL A VACANCY ON THE TOWN OF HEMPSTEAD  
PLUMBERS EXAMINING BOARD.

WHEREAS, a vacancy exists on the Town of Hempstead Plumbers Examining Board;  
and

WHEREAS, Jeffrey Connelly, of [REDACTED], East Meadow, NY  
11554, is duly qualified to fill said vacancy; and

NOW, THEREFORE, BE IT

RESOLVED, that Jeffrey Connelly, of [REDACTED], East Meadow, NY  
11554, is hereby appointed to fill a vacancy on the Town of Hempstead  
Plumbers' Examining Board, to serve in said position at the pleasure of the Town  
Board and to receive such compensation as fixed by the Town Board.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

5

Case #

1032

CASE NO.

RESOLUTION NO.

Councilman  
its adoption:

offered the following resolution and moved

RESOLUTION AUTHORIZING DIRECTOR OF THE PURCHASING  
DIVISION OF THE OFFICE OF COMPTROLLER TO DISPOSE OF  
CERTAIN RECORDS

WHEREAS, the Director of Purchasing Division of the Office of the Comptroller has requested permission to dispose of certain records herein below identified pursuant to Section 57.25 of the Arts and Cultural Affairs Law of the State of New York; and

RESOLVED, by the Town Board of the Town of Hempstead that the Director of Purchasing Division of the Office of Comptroller, be and hereby is authorized to dispose of certain records for the years 2004 through 2009 under the Retention and Disposition Schedule No. MU-1, pursuant to Part 185, Title 8 of the Official Compilation of the Code of Rules and Regulations of the State of New York; and; BE IT FURTHER

RESOLVED, that the Director of Purchasing Division of the Office of the Comptroller be and is hereby directed to dispose of the aforesaid records from the Division of Purchasing of the Office of the Comptroller in accordance with the minimum legal retention periods set forth in Records Retention and Disposition Schedule No. MU-1 for Town Records.

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 SPONSORSHIP  
OF SOFTBALL TEAMS IN THE LONG ISLAND  
SENIOR SOFTBALL ASSOCIATION BY THE  
DEPARTMENT OF SENIOR ENRICHMENT.

WHEREAS, the Long Island Senior Softball Association (LISSA) at 311 Chelsea Avenue, North Babylon, NY 11704 (attn: Mr. Al D'Orazio), has been in existence for thirty nine years; and,

WHEREAS, the Commissioner of the Department of Senior Enrichment recommends that this Town Board sponsor Senior Citizens softball teams for the year 2016 at a cost not to exceed Eleven Thousand Five Hundred Twenty Dollars (\$11,520.00); and,

WHEREAS, this TOWN BOARD deems it to be in the public interest to sponsor such senior softball teams;

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Senior Enrichment be and she is hereby authorized to sponsor Senior Citizens softball teams of the Long Island Senior Softball Association for the year 2016 at a cost not to exceed Eleven Thousand Five Hundred Twenty Dollars (\$11,520.00) for umpire fees to Nassau County A.S.A. Umpire Association, 104 Rochester Ave., East Atlantic Beach, NY 11561, attn: Ed Vita, Treasurer, to be charged against 010-004-6772-4790; the total amount not to exceed Eleven Thousand Five Hundred Twenty Dollars (\$11,520.00); and,

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Senior Enrichment be and she is hereby authorized and directed to make payments from the Department of Senior Enrichment; Code No. 010-004-6772-4790 upon receipt of the proper vouchers therefore.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7  
Case # 1344

CASE NO.

RESOLUTION NO.

Adopted:

its adoption:

offered the following Resolution and moved

RESOLUTION AMENDING RESOLUTION NO. 1730-1972,  
AS AMENDED, TO NAME MEMBERS OF THE TOWN'S  
EDUCATIONAL AND HIGHER SKILL TRAINING  
COMMITTEE

WHEREAS, this Town Board did on July 25, 1972 adopt Resolution No. 1730-1972, which established the Town of Hempstead Educational and Higher Skill Training Program Committee (hereinafter "the Committee"); and

WHEREAS, from time to time, the Town Board has found it to be in the public interest to alter the membership of the Committee and has done so by resolution, most recently by Resolution 950-2005 adopted on October 3, 2005; and

WHEREAS, this Town Board now deems it to be in the public interest to again change the membership of the aforesaid Committee; and

NOW, THEREFORE, BE IT

RESOLVED, that Resolution No. 1730-1972, adopted by the Town Board on July 25, 1972, as amended through Resolution No. 950-2005, adopted by this Town Board on October 3, 2005, be and is further amended to appoint the following members to the Educational and Higher Skill Training Committee:

Chairperson of the Committee: Billy F. Kouvatso  
Secretary: Theresa A. Morin  
Members: Susan Jacobs  
Gerald Marino  
Rita A. Fisher  
Stephanie Sellitto

AND, BE IT FURTHER RESOLVED, that Resolution No. 1730-1972, as amended through Resolution 950-2005, shall remain in full force and effect to the extent not inconsistent herewith.

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8  
Case # 170

Case No.

Resolution No.

Adopted

Offered the following resolution and moved its adoption as follows:

RESOLUTION AMENDING RESOLUTION # 189-2014 FOR ESTABLISHING VARIOUS CHANGE FUNDS FOR PARKS AND RECREATION FACILITIES.

WHEREAS, Town Board Resolution # 189-2014 was adopted on February 18, 2014, which established change funds for the Department of Parks and Recreation; and

WHEREAS, it is necessary to increase certain change funds due to an increase in attendance at Merrick Golf Course and

WHEREAS, the below-listed change funds should read as follows:

<u>CHANGE FUNDS</u>	<u>FROM</u>	<u>TO</u>
Averill Blvd. Pool	\$ 475.00	\$ same
Echo Park Pool	\$ 2,050.00	\$ same
Forest City Pool	\$ 400.00	\$ same
Franklin Sq. Pool	\$ 300.00	\$ same
H. Walker Memorial Pool	\$ 250.00	\$ same
Hewlett Point Park	\$ 350.00	\$ same
Joint District	\$ 100.00	\$ same
Merrick Golf Course	\$ 550.00	\$ 800.00
Newbridge Park/Pool	\$ 475.00	\$ same
Oceanside Pool	\$ 475.00	\$ same
Roosevelt Pool	\$ 250.00	\$ same
Town Park at Lido	\$ 950.00	\$ same
Town Park at Lido West	\$ 950.00	\$ same
Town Park at Pt. Lookout	\$ 1,150.00	\$ same
Town Park at Sands	\$ 750.00	\$ same
Veterans Memorial Pool	\$ 550.00	\$ same
Town Park @ Pt. Lookout		
Special Events	\$ 300.00	\$ same

NOW, THEREFORE, BE IT

RESOLVED, that Resolution # 189-2014 is hereby amended, and the above change funds for various facilities be and are hereby established and approved; and

BE IT FURTHER

RESOLVED, that Resolution # 189-2014 shall remain in all other respects, in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

*Dom # 9*  
*CASE # 2854*

CASE NO:

RESOLUTION NO:

Adopted:

offered the following resolution

and moved its adoption:

(16-1)  
 RESOLUTION AND ORDER DIRECTING  
 CONSTRUCTION OR RECONSTRUCTION  
 OF SIDEWALKS ALONG CERTAIN STREETS  
 IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY

WHEREAS, in the interest of public safety and convenience it has been recommended that sidewalks be constructed or reconstructed on the streets and at the locations as set forth in the order attached hereto; in the Town of Hempstead, Nassau County, NY;

NOW THERE BE IT RESOLVED, that this Town Board adopt an order requiring the owners of property abutting the streets and at the locations set forth in the order attached hereto to construct or reconstruct the sidewalks in front of their property, which order adopted herewith and made a part hereof shall read as follows:

At a regular meeting of the  
 Town Board of the Town of  
 Hempstead, Nassau County,  
 N.Y. held at the Town Hall  
 Plaza, Main St., Hempstead,  
 New York, on the

2016

P R E S E N T:

A B S E N T:

Anthony J. Santino,	Supervisor
Dorothy L. Goosby,	Council Member
Gary Hudes,	"
Edward A. Ambrosino,	"
Bruce A. Blakeman,	"
Erin King Sweeney	"
Anthony P. D'Esposito	"

IN THE MATTER OF

DIRECTING ADJACENT OWNERS TO CON- :  
 STRUCT OR RECONSTRUCT SIDEWALKS :  
 ALONG CERTAIN STREETS IN THE TOWN :  
 OF HEMPSTEAD, NASSAU COUNTY, N.Y. :

Item # 10  
 Case # 6365

WHEREAS, in the interest of public safety and convenience it has been recommended that sidewalks be constructed on streets and at locations as set forth below; and

WHEREAS, after due investigation this Board believes that it is in the public interest to construct or reconstruct sidewalks in front of properties hereinafter set forth; NOW, THEREFORE, BE IT

RESOLVED, that this Town Board adopt an order requiring the owners of property here in below set forth to construct or reconstruct the sidewalks in front of their property, and BE IT FURTHER,

RESOLVED, ORDERED AND DETERMINED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD AS FOLLOWS:

Section 1. That the reputed owners of property designated in the Notice hereinafter set forth and made a part of this order be and they are hereby directed to construct or reconstruct the sidewalks along the street on which their designated premises abut; that the same be constructed or reconstructed for the welfare and protection of the public; and that the same be constructed or reconstructed by and at the expense of the adjacent abutting property owners or their duly authorized agents pursuant to the provisions of the Sidewalk Ordinance of the Town of Hempstead; such work to be completed within thirty (30) days from the date of Notice as hereinafter prescribed.

Section 2. The form of the Notice containing the names of the reputed property owner affected with their addresses and location of the properties where sidewalks are required to be constructed or reconstructed according to the Section, Lot and Block numbers as shown on the Nassau County Land and Tax Map shall be substantially as follows:

<u>OWNER</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT(S)</u>
SHEILA ROSS 190 SCOTT DR Atlantic Bch, NY 11509-1634	58	153	00100
WAYNE & MOLLY LEE 2768 3RD PL Baldwin, NY 11510-4041	54	530	00060
RICHARD P. JONES JR 801 ALLWYN ST Baldwin, NY 11510-4520	54	574	00240
MR. & MRS. ANTHONY FUSARO 811 BONNIE DR Baldwin, NY 11510-4522	54	585	00260
MICHAEL DAVIS 850 CHESS DR Baldwin, NY 11510-4309	54	542	00090
MR. & MRS. DOMINICK DADIEGO 3216 GRAND AVE Baldwin, NY 11510-4532	54	566	00320
DONALD MCCABE 3168 GRAND AVE Baldwin, NY 11510-4532	54	566	00400
JANET L BROWN 3160 GRAND AVE Baldwin, NY 11510-4532	54	566	00410
SONYA & TYRONE DINGLE 3124 GRAND AVE Baldwin, NY 11510-4527	54	565	00020
MARGARET SAFO 982 GREEN PL Baldwin, NY 11510-5051	54	572	00050



EMANUEL GELIN 800 IMPERIAL DR Baldwin, NY 11510-4535	54	585	00190
SHIRLEY COMPAS 970 JACKSON ST Baldwin, NY 11510-4929	54	562	00120
DONNA WITTEMANN 964 JACKSON ST Baldwin, NY 11510-4929	54	562	00110
LEON ROSS 976 JACKSON ST Baldwin, NY 11510-4929	54	562	00130
WILLIAM EYE 983 JACKSON ST Baldwin, NY 11510-4928	54	560	00020
KAREN L PEEK 793 MARILYN LN Baldwin, NY 11510-4540	54	586	00290
JAMES JAPAL 3429 MILBURN AVE Baldwin, NY 11510-5172	54	558	00210
JOHNETTA HILL 970 NORTHERN BLVD Baldwin, NY 11510-4938	54	552	00070
ELEANOR BRESIN 1020 NORTHERN BLVD Baldwin, NY 11510-4919	54	557	00010
HOPE SHALE 2599 PARK AVE Baldwin, NY 11510-3645	54	213	00400
SHEYLA & RUSS N. RANDAZZO 2396 SOPER AVE Baldwin, NY 11510-3431	54	128	00500
STEPHEN BAIORI 807 VIVIAN CT Baldwin, NY 11510-4546	54	573	00060
ALTAGRACIA PICHARDO 786 VIVIAN CT Baldwin, NY 11510-4545	54	574	00320
ANDREAS SOFOCLI 790 VIVIAN CT Baldwin, NY 11510-4545	54	574	00330
STEVEN DIAMOND 731 WASHINGTON ST Baldwin, NY 11510-4548	54	461	00280
BRADLEY E HERMAN 749 WASHINGTON ST Baldwin, NY 11510-4548	54	461	00240
JASON M. FINK 3015 BELLMORE AVE Bellmore, NY 11710-4324	63	300	00010
JAMES R VENERO 2727 CLARENDON AVE Bellmore, NY 11710-4238	56	344	00120
OCONEE HOLDINGS SVCS, LLC 2445 S SAINT MARKS AVE Bellmore, NY 11710-5005	63	226	00260

ROBERT GRIESER 311 SAINT MARKS AVE Bellmore, NY 11710-4133	56	337	00360
MAZAL SHARABI 507 REDWOOD DR Cedarhurst, NY 11516-1029	39	122	00850
JOHN P. & MARGARET H. KELLY & 49 BARBARA DR East Meadow, NY 11554-1109	45	236	00080
DANIEL M GASPAREK 1562 BENJAMIN AVE East Meadow, NY 11554-4624	50	438	00010
DONALD & RUTHANN GLASS 2094 CENTRAL DR N East Meadow, NY 11554-5114	50	479	00090
ROBERT BRENNAN 351 CHERRY PL East Meadow, NY 11554-2914	50	254	03730
VINCENT STEWART 2038 DEWOLFE PL East Meadow, NY 11554-3112	50	241	00060
MARJORIE L. GOCHAN 590 HADDON LN East Meadow, NY 11554-4714	50	575	00230
MARGARITA MALDONADO 2027 LINCOLN AVE East Meadow, NY 11554-1840	50	218	00690
ONIKA KAKKAR 81 MELANIE DR East Meadow, NY 11554-1445	45	570	00270
GAIL FRIEDBERG 556 RICHMOND RD East Meadow, NY 11554-2234	50	570	00180
DAVID L GREENBERG 1462 SHERWOOD DR East Meadow, NY 11554-4811	50	557	00140
ARTHUR SAMBAR 322 STARKE AVE East Meadow, NY 11554-2823	50	200	04930
BARBARA KLEIN 730 VAN BUREN AVE East Meadow, NY 11554-4619	50	434	00020
CAROL ASHLEY 11554 237TH ST Elmont, NY 11003-3925	32	621	00150
RASHEED TAHIR 25 CROWN AVE Elmont, NY 11003-1924	32	309	00210
WILLIAM RODRIGUEZ 198 DOHERTY AVE Elmont, NY 11003-3016	32	505	00740
JASON GONZALEZ 237 KELLER AVE Elmont, NY 11003-2543	32	559	02150
IRSHAD KHAN 1536 LUDLAM PL Elmont, NY 11003-2329	32	484	00140

ALANC & ROSEMARIE FLOR 1549 LUDLAM PL Elmont, NY 11003-2330	32	483	02200
ELMONT E. END ENG. & HOSE CO. 301 MEACHAM AVE Elmont, NY 11003-3241	32	577	00010
MIDELLE ROMULUS-DENIS 30 NORFOLK DR E Elmont, NY 11003-4812	37	525	00180
JAMES P. FITZPATRICK 24 COLONIAL RD Floral Park, NY 11001-4131	32	023	01170
ROBERT R CHORY 19 LESOIR AVE Floral Park, NY 11001-3763	33	348	00060
JOEL & ALMA COHEN 732 CARLYLE AVE Franklin Sq, NY 11010-3317	35	622	00170
ANDREW CALACI 998 HANCOCK AVE Franklin Sq, NY 11010-2106	35	139	01710
PAUL VETRANO 219 HARRISON ST Franklin Sq, NY 11010-2304	35	123	01180
SEENA PLATTNER 737 MEISSER ST Franklin Sq, NY 11010-4103	35	581	00150
VINCENZO GERVASI 1061 PROPP AVE Franklin Sq, NY 11010-2312	35	470	05430
ROBERTA LEBARON 48 SCHERER BLVD Franklin Sq, NY 11010-2621	35	001	04150
JAMES CLEMENTE 960 SHELBURNE DR Franklin Sq, NY 11010-1010	35	528	00110
MICHAEL HEALY 612 ARDSLEY BLVD Garden City, NY 11530-5508	33	475	01110
FRANCES MANZ 185 DORCHESTER RD Garden City, NY 11530-5610	33	524	02420
JAMES VILARDI 85 HARRIS AVE Hewlett, NY 11557-1309	39	446	00670
LISA MORELLO 76 HARRIS AVE Hewlett, NY 11557-1310	39	076	00030
HOWARD C PARKER 1611 LAKEVIEW DR Hewlett, NY 11557-1817	42	251	00520
GARY M. KRULL 1615 LAKEVIEW DR Hewlett, NY 11557-1817	42	251	00510
JOHN HOLLMAN 8 GLEN LN Levittown, NY 11756-1015	51	136	00030

KEVIN J O'REGAN 25 HYACINTH RD Levittown, NY 11756-2312	45	173	00100
BILL HOFFMAN 22 RANCH LN Levittown, NY 11756-4602	51	222	00070
ALEX RUBIN 300 GREENWAY RD Lido Beach, NY 11561-4830	60	062	00180
RANDI FLEISHMAN 136 GREENWAY RD Lido Beach, NY 11561-4825	60	054	00010
PHILIP & ANDREA MANDEL 2848 BAY DR Merrick, NY 11566-4603	62	194	00540
STEPHEN A STRATICO 2957 BEACH DR Merrick, NY 11566-5121	62	214	00250
JOAN VOYLES 2775 BEACH DR Merrick, NY 11566-4901	62	016	00740
NELSON TSO-WEN SU 2081 BLANCHE LN Merrick, NY 11566-5504	63	319	00090
SIMON & SARAH WOLKENBROD 621 BOND CT Merrick, NY 11566-1240	50	347	06230
LAWRENCE A BRATERMAN 2779 CLUBHOUSE RD Merrick, NY 11566-4805	62	022	01660
WARREN & JULIE KAPLAN 2836 CLUBHOUSE RD Merrick, NY 11566-4804	62	216	00280
JOLIE STANZIONE 2776 CLUBHOUSE RD Merrick, NY 11566-4845	62	216	00180
FRANTZ & KATHLEEN FOUCHE 1 DOROTHY CT Merrick, NY 11566-4520	62	190	00720
MURIEL A TACKE 2002 TRUST 212 FOX CT Merrick, NY 11566-2007	55	520	00070
MATTHEW & KAREN KELMAN 1906 GEORGE CT Merrick, NY 11566-4926	62	017	00380
MICHAEL TSAHALIS 1910 GEORGE CT Merrick, NY 11566-4926	62	017	00390
CHARLES & VICTORIA DELUCA 2761 HARBOR RD Merrick, NY 11566-4609	62	194	00070
ALLEN FRIED 407 HEWLETT AVE Merrick, NY 11566-5038	63	137	00010
MINDY GUSSIN 2810 HEWLETT AVE Merrick, NY 11566-5441	63	150	00400

MERRICK SHUL 107 HEWLETT AVE Merrick, NY 11566-3910	56	179	00010
SANDRA MINTZ 2072 HOLLAND WAY Merrick, NY 11566-5420	63	153	00330
SCOTT KORNFELD 1753 IRENE ST Merrick, NY 11566-4953	62	015	01360
MARC KAFFESDER 66 KENNY AVE Merrick, NY 11566-4722	63	133	00040
JAMES TUOHY 64 LANSDOWNE AVE Merrick, NY 11566-3808	55	147	01250
LISA LUCHSINGER 1676 MICHAEL WILLIAM RD Merrick, NY 11566-2522	55	041	00230
MAURICE & ALICE PALTROWITZ 2053 NARWOOD AVE Merrick, NY 11566-3927	56	171	14090
JASON MCKENNA 14 OAK BROOK LN Merrick, NY 11566-3227	56	440	00220
LANCE LERMSIDER 3382 ROBBIN LN Merrick, NY 11566-5540	63	327	00190
ISRAEL & LYUDMILA ODESSKY 2998 SHORE DR Merrick, NY 11566-5203	62	202	00240
RAYMOND & LINDA GUARINO 2291 VASSAR PL Merrick, NY 11566-3833	55	148	01180
KATHLEEN KEHL 1 VASSAR PL Merrick, NY 11566-3833	56	148	01160
RAYMOND HICKS 5 WESTMORELAND RD Merrick, NY 11566-3732	55	179	01010
PAUL & LAURA FREEMAN 2855 WYNSUM AVE Merrick, NY 11566-5408	63	130	00220
PETER KOENIG 2181 HALLOCK ST N Bellmore, NY 11710-1102	50	282	02610
DAVID HIRSCH 1093 LAWRENCE RD N Bellmore, NY 11710-1928	51	331	00220
ROBERT & MARY TRIPP 1400 WHITTIER AVE N Merrick, NY 11566-1739	56	A05	00480
GEORGE OSAT 881 DE MOTT AVE North Baldwin, NY 11510-1926	36	290	00100
LLOYD A. & DOROTHY E. MILLER 955 DE MOTT AVE North Baldwin, NY 11510-1927	36	544	00070

EARLE G. & BEVERLY SMITH 1383 EXETER ST North Baldwin, NY 11510-1306	36	234	02530
ROSARIA L FALCO 1840 FARGO ST North Baldwin, NY 11510-2402	36	424	01010
MILAGROS RODRIGUEZ 598 GARFIELD RD North Baldwin, NY 11510-1002	36	460	03010
JESSICA SATKUNASINGHAM 625 IRVING PL North Baldwin, NY 11510-2236	36	416	00810
MYRLENE JEAN 571 STANTON AVE North Baldwin, NY 11510-1632	36	389	01530
MARGARET J MORAN 642 STRATFORD RD North Baldwin, NY 11510-1032	36	211	00450
SYLVESTRE ARISTILDE 1375 TANWOOD DR North Baldwin, NY 11510-1934	36	544	00340
JULIUS BROWN 1376 TANWOOD DR North Baldwin, NY 11510-1933	36	451	05230
MICHAEL & MARY HERMAN 1840 TWAIN ST North Baldwin, NY 11510-2339	36	412	06020
DIANA HENNING 21 VOSHAGE ST North Baldwin, NY 11510-2421	36	426	01170
ROBERT GREENE 929 WILLOWBEND LN North Baldwin, NY 11510-2426	36	536	00470
FRANK D COLLETTI 249 ANCHOR AVE Oceanside, NY 11572-2901	43	309	00120
RICHARD A BARBELLA 2739 BRIAN ST Oceanside, NY 11572-1103	38	528	00010
BENJAMIN ZELTNER 460 BUNKER DR Oceanside, NY 11572-5604	54	547	00270
ROLANDO ALFARO 2553 FORTESOUÉ AVE Oceanside, NY 11572-2409	54	164	00520
PETER LARKIN 3169 Lincoln Ave Oceanside, NY 11572	43	321	00230
DANIEL BROOKS 2649 LOCUST AVE Oceanside, NY 11572-1317	38	357	00440
LOUIS P & ROSALIE A SOSA 3427 MANOR PL Oceanside, NY 11572-5441	43	386	00010
ENRIQUE MIGUEZ 3323 MESSICK AVE Oceanside, NY 11572-5051	43	372	00300

LYNNB WIEBKE 3269 NEPTUNE AVE Oceanside, NY 11572-4342	54	417	00450
TIBOR & ALEXANDRA WINKLER 3527 RIVERSIDE DR Oceanside, NY 11572-3618	43	246	00470
JONATHAN DOMANICK 123 SOPER ST Oceanside, NY 11572-3020	43	316	02280
KEVIN J. REMSEN 2910 STEVENS ST Oceanside, NY 11572-2021	38	145	01750
MICHELE RAMOS 2797 STEVENS ST Oceanside, NY 11572-2123	38	378	01160
ARTHUR A. & LOIS DEGENNARO 209 WAUKENA AVE Oceanside, NY 11572-4362	54	293	01270
JOHN S MURPHY 410 MCDERMOTT RD Rockville Centre, NY 11570-1424	36	247	01490
WALTER TORRES 488 COLUMBIA AVE Rockville Ctr, NY 11570-3507	38	124	00240
VESTA TAYLOR 26 ANDREWS AVE Roosevelt, NY 11575-2506	55	280	01000
ROSEZALIA JOHNSON 10 Irving Pl Roosevelt, NY 11575	55	300	01940
GERALDINE RAND 490 OLIVE BLVD S Hempstead, NY 11550-8013	36	207	03010
ANTHONY & LAUREN DEBONIS 704 BRIAN LN Seaford, NY 11783-1101	52	433	00030
KOSTADIN MILEVSKI 3870 LAWRENCE RD Seaford, NY 11783-1212	52	511	00040
ANTHONY F PAPA 2033 NATALIE BLVD Seaford, NY 11783-2434	57	296	00190
SUSAN MAHISTEDT 3635 TONOPAH ST Seaford, NY 11783-3007	63	017	03350
VINCENT SODANO 2352 WILLOUGHBY AVE Seaford, NY 11783-2956	63	269	00050
KEVIN BARBERA 2448 WILLOUGHBY AVE Seaford, NY 11783-2942	63	269	00340
SANTOS BONILLA UMANZOR 427 GREENGROVE AVE Uniondale, NY 11553-1818	34	455	06510
DANA R WILSON 457 GREENGROVE AVE Uniondale, NY 11553-2129	34	361	00620

GINELLE JOHN 432 LESLIE LN Uniondale, NY 11553-2018	50	054	00320
ERNEST & VERONICA SIMELA 708 BUNKER RD Valley Stream, NY 11581-3536	39	617	00240
RAWATEE BOODRAM 21 CLOVERFIELD RD'S Valley Stream, NY 11581-2421	39	505	00050
ANTONIO & Y. O'NEILL 852 DANA AVE Valley Stream, NY 11580-1309	37	633	00030
STEVEN & RANDI EISEN 599 DIANE PL Valley Stream, NY 11581-3007	39	595	00130
SYED MOHSIN 885 DOWNING RD Valley Stream, NY 11580-1506	37	629	00070
CHARLES GODFREY 888 EDLU CT Valley Stream, NY 11580-1212	37	641	00450
DAVID SMITH 28 FOREST RD Valley Stream, NY 11581-2431	39	501	00180
ADALBERTO LOPEZ 106 FOREST RD Valley Stream, NY 11581-2308	39	525	00140
ORITH SLOMOVICH 467 GOLF CT Valley Stream, NY 11581-3541	39	485	00950
NORMAN & ANNETTE ROBINSON 78 RIVERDALE RD Valley Stream, NY 11581-2414	39	502	00180
SIDNEY PRICE 729 SHERWOOD ST Valley Stream, NY 11581-3610	39	568	00450
LETITIA M FOWLER 58 ARDEN BLVD W Hempstead, NY 11552-1422	33	502	01160
MARY KATE RETETTI 137 ARDEN BLVD W Hempstead, NY 11552-1227	33	546	02250
RICHARD ANCONA 306 EVELYN CT W Hempstead, NY 11552-2638	35	393	01290
ROBERT PSZENICZNY 501 WADLEIGH AVE W Hempstead, NY 11552-3712	35	419	02160
LAURETTE ZIMMER 3470 Homestead Ave Wantagh, NY 11793	57	002	00350
ANTHONY MENDOLIA 3386 HOMESTEAD AVE Wantagh, NY 11793-2621	57	002	00480
H KELLER SERVICES 1454 OAKFIELD AVE Wantagh, NY 11793-2319	56	471	00300



<p>THERESA BACHMAN 2159 PINE ST Wantagh, NY 11793-4113</p>	57	127	06920
<p>AMY O'LEARY 2465 RIVERSIDE DR Wantagh, NY 11793-4543</p>	63	182	00570
<p>CHARLES P BALLETO 2079 SPRUCE ST Wantagh, NY 11793-4117</p>	57	301	00750
<p>JAMES P. MOORE 869 STRANG DR Wantagh, NY 11793-1135</p>	51	354	00240
<p>CLIFFORD &amp; MICHELLE GUNDER 3368 WALTERS AVE Wantagh, NY 11793-4208</p>	57	135	03300
<p>ALEXIS DELAPE 2472 WOODLAND AVE Wantagh, NY 11793-4422</p>	63	006	00380
<p>CARMEN PUMA 35 MIDDLE LN Westbury, NY 11590-6307</p>	45	450	00250
<p>CHIA YU YANG 1105 MIRABELLE AVE Westbury, NY 11590-5523</p>	45	002	00170
<p>JAY SCHLESINGER 2064 STRATFORD DR Westbury, NY 11590-5827</p>	45	543	00050
<p>CENTRAL AVENUE ASSOC CORP 999 CENTRAL AVE Woodmere, NY 11598-1205</p>	39	221	02360
<p>HERMAN &amp; JUDITH STEIN 564 DERBY AVE Woodmere, NY 11598-2713</p>	39	627	00300

IN DEFAULT OF CONSTRUCTION OR RECONSTRUCTION and completion of said sidewalks as required by this Notice within the time above specified, the Town Board of said Town of Hempstead will cause such sidewalks to be constructed or reconstructed and will assess the cost thereof against the aforesaid premises adjoining said sidewalks in accordance with the provisions of law hereinabove set forth.

DATE:

The foregoing resolution was seconded by Council member

and adopted upon roll call as follows:

Resolution for sidewalk work (16-1)

AYES:

NOES:

CASE NO.:

RESOLUTION NO.:

Adopted:

offered the following resolution and moved its adoption as

follows:

RESOLUTION TERMINATING BAY HOUSE LEASES  
AND AUTHORIZING NEW TOWN LAND LEASES  
SUBJECT TO PERMISSIVE REFERENDUM.

WHEREAS, by Resolution No. 1212-2003 and Resolution No. 365-2004 certain Town lands were leased for the maintenance of historic bay houses; and

WHEREAS, as a result of Superstorm Sandy these bay houses sustained significant damage requiring substantial repairs; and

WHEREAS, it is in the best interest of the Town that the current tenants listed herein repair the damaged structures to maintain their historical significance and permit the tenants to receive a reasonable return on their repair investments; and

WHEREAS, the following tenants have executed new twenty year leases:

<u>BAYHOUSE NO.</u>	<u>LEASEHOLDER</u>	<u>DESCRIPTION</u>
631	Kevin McDermott	E/S Cinder Island & North Channel
649	Robert Elkin	N/W side East Crow Island & Horse Race Channel
699	Larry Muller	E/S False Channel Meadow/Ned's Creek
738	Robert Pyzeski	W/S East Crow Island & Horse Race Channel
739	Wendy Jankoski	S/W Corner Ned's Meadow & West Ned's Creek
744	Gary Gorman	W/S Ned's Meadow & West Ned's Creek
754	Bernard Riley	W/S South Black Banks Hassock
758	Douglas Hermann	W/S South Black Banks & Hog Island Channel
760	Paul Carson	E/S Middle Crow Island & Horse Race Channel
804	Thomas Seaman	E/S Big Crow Island & Horse Race Channel
809	Chris Fabris	S/W side So. Black Banks Hassock off Reynolds Channel
815	James Assmus	N/S Deep Creek Meadow & Haunts Creek
855	Brian Warasila	W/S Ned's Meadow & West Ned's Creek
874	Laura E. Smith	S/W side False Meadow Channel & Ned's Creek
886	Richard Yengle	S/W side Middle Island off Reynolds Channel
896	Ryan Stenzel	South side Long Creek Marsh & Scow Creek
929	Alan Pidherney	South side Middle Island off Reynolds Channel

~~FORM #~~

11  
239

954	Amy Kathleen Byrne & Richard VanWicklen	N/W side South Crow Island & Race Horse Richard Channel
969	Brian Burchianti	E/S South Black Banks Hassock & Hog Island Channel
973	Joan Jefferies	N/E side Smith Meadow & Long Creek
978	Richard Grodski	South side False Meadow Channel & Ned's Creek
983	James Hackett	S/W corner Smith Marsh & Scow Creek
986	Hans Bayer	E/S Little Swift Creek Hassock & Little Swift Creek
994	Wallace Beers	South side North Meadow Island & Big Sand Creek
995	Peter Dilg	E/S Cinder Island & North Channel
996	Kevin Braunlich	S/W side Middle Island & Crooked Creek
998	Michael Combs	N/S at West Meadow & Scow Creek
1055	Barry Kanavy	N/E corner South Line Island on Stone Creek
1057	William Powell	South side of Middle Island & Stone Creek

NOW, THEREFORE, BE IT

RESOLVED, that the leases listed above, previously approved by Resolution No. 1212-2004 or Resolution No. 365-2004 be hereby terminated and replaced by new twenty year leases; and, BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Conservation and Waterways be and hereby is authorized to execute the new leases in the annual amounts and for the period hereinafter stated for years 1 - 5 \$810.00, years 6 - 10 \$860.00, years 11 - 15 \$910.00 and years 16-20 \$960.00; and, BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after its adoption unless within thirty (30) days after its adoption there shall be filed with the Town Clerk in accordance with Article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on proposition for its approval at a referendum held in accordance with the said Town Law.

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 THE DEDICATION OF DALTO COURT AS SHOWN ON A MAP KNOWN AS "MAP OF DALTO ESTATES", OCEANSIDE, TOWN OF HEMPSTEAD, NASSAU COUNTY DATED JUNE 30, 1980 FILED IN THE OFFICE OF THE CLERK OF NASSAU COUNTY ON JULY 7, 1980 UNDER CASE NO. 8837 PURSUANT TO NASSAU COUNTY PLANNING COMMISSION APPROVAL RESOLUTION NO. 549-1983.

WHEREAS, Tandem Holding Corp., formerly located at 1300 Hempstead Turnpike, Elmont, New York, was the owner of certain real property known as Dalto Court, Oceanside, New York; and

WHEREAS, Dalto Estates offered to dedicate to the Town of Hempstead a certain street and highway lying within the Town of Hempstead at Oceanside by virtue of the filing of a map known as Dalto Estates, Oceanside, Nassau County, New York and filed on July 7, 1980 as Case No. 8837 in the Office of the Nassau County Clerk; and

WHEREAS, the said offer to dedicate has not been rescinded or revoked; and

WHEREAS, Dalto Court has been used for the public benefit for more than 35 years and;

WHEREAS, Dalto Court has been paved and maintained by the Town of Hempstead for more than 30 years and;

WHEREAS, the Commissioner of the Highway Department, Town of Hempstead, has certified to this Board that the street and highway has been approved in accordance with the specification for highways in the Town of Hempstead; and

WHEREAS, said street and highway is more particularly described as follows:

ALL that certain piece or parcel of land together with all the improvements thereon, situate, lying and being at Oceanside, Town of Hempstead, County of Nassau, State of New York, more particularly bounded and described as follows:

Item #

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Case #

29453

BEGINNING at a point on the northerly line of Foxhurst Road the following three courses and distances from the westerly line of Oceanside Road:

1. South 58 degrees 55 minutes 30 seconds west, 19.09 feet;
2. North 77 degrees 44 minutes 06 seconds west, 50.99 feet;
3. North 62 degrees 03 minutes 18 seconds west, 67.99 feet;

THENCE in a northerly direction along a radius of 15.0 feet, a delta angle of 89 degrees 32 minutes 58 seconds, a length of 23.44 feet along the easterly side of Dalto Court to a point:

THENCE north 27 degrees 29 minutes 40 seconds east, 208.20 feet to a monument;

THENCE along a radius of 10.0 feet, a length of 5.92 feet, with a delta angle of 33 degrees 53 minutes 30 seconds to a point;

THENCE along the arc of a curve having a radius of 45.0 feet, a length of 97.21 feet and a delta angle of 123 degrees 46 minutes 10 seconds to a point;

THENCE along the arc of a curve having a radius of 45.0 feet, a length of 64.94 feet and a delta angle of 82 degrees 40 minutes 40 seconds to a point;

THENCE along the arc of a curve having a radius of 45.0 feet, a length of 55.90 feet and a delta angle of 71 degrees 10 minutes 21 seconds to a point of reverse curvature;

THENCE along the arc of a reverse curvature having a radius of 10.0 feet, a length of 11.12 feet and a delta angle of 63 degrees 43 minutes 41 seconds to a monument;

THENCE south 27 degrees 29 minutes 40 seconds west a distance of 185.35 feet to a monument and point of curvature;

THENCE along the curve having a radius of 15.0 feet, a length of 24.65 feet and a delta angle of 94 degrees 09 minutes 26 seconds to a point which intersects the northerly line of Foxhurst Road.

THENCE in a southeasterly direction along the northerly line of Foxhurst Road 77 feet plus or minus to the point or place

of BEGINNING.

WHEREAS, the acceptance of the aforementioned street dedication is in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the offer of Tandem Holding Corp., to dedicate the street and highway hereinbefore described be and the same hereby is approved; and BE IT FURTHER

RESOLVED, that the consent be and the same hereby is given to the Commissioner of the Highway Department to make and order laying out the aforesaid street and highway, said highway to consist of the land aforementioned and described and to extend as delineated upon the map thereto annexed all for accordance with provisions of Article 16 of the Nassau County Charter or Section 171 of the Highway Law of the State of New York.

The foregoing resolution as adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ASBESTOS AIR MONITORING TESTING AND A VISUAL INSPECTION IN RELATION TO THE DEMOLITION AND REMOVAL OF AN UNSAFE 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 unsafe structure located 3505 Bay Front Drive, Baldwin, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 118-2015 adopted February 10, 2015; and

WHEREAS, the services Environmental Management Services Inc., at 23-24 Sound Street #1, Astoria, New York 11105, 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 183-2015; and

WHEREAS, on August 26, 2015 the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 3505 Bay Front Drive, Baldwin; and

WHEREAS, on December 14, 2015 the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make a visual inspection to verify asbestos abatement was performed, located at 3505 Bay Front Drive, Baldwin; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,060.00, the cost associated with the emergency services provided at 3505 Bay Front Drive, Baldwin, New York

NOW, THEREFORE, BE IT

*Done # 1/3*  
*Case # 6548*



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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,060.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ASBESTOS AIR MONITORING TESTING IN RELATION TO THE DEMOLITION AND REMOVAL OF AN UNSAFE TWO STORY COMPOSITION FRAME ONE FAMILY DWELLING WITH TWO CAR ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF WASHINGTON PLACE 163 FEET EAST OF EASTERN PARKWAY, SEC 54, BLOCK 359, AND LOT (S) 722-726, A/K/A 4 WASHINGTON PLACE, 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 unsafe structure located 4 Washington Place, Baldwin, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 1397-2014 adopted November 12, 2014; and

WHEREAS, the services Environmental Management Services Inc., at 23-24 Sound Street #1, Astoria, New York 11105, 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 183-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 4 Washington Place, Baldwin; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,060.00, the cost associated with the emergency services provided at 4 Washington Place, 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

*Item # 13*  
*Case # 658*

Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,060.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ASBESTOS AIR MONITORING TESTING AND A VISUAL INSPECTION IN RELATION TO THE DEMOLITION AND REMOVAL OF AN UNSAFE ONE AND ON HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF BARBARA ROAD 92 FEET EAST OF BELLMORE AVENUE SEC 63, BLOCK 224, AND LOT(S) 332, A/K/A 104 BARBARA ROAD, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

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

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 559-2015 adopted May 12, 2015; and

WHEREAS, the services Environmental Management Services Inc., at 23-24 Sound Street #1, Astoria, New York 11105, 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 183-2015; and

WHEREAS, on August 26, 2015 the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 104 Barbara Road, Bellmore; and

WHEREAS, on December 14, 2015 the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make a visual inspection to verify asbestos abatement was performed, located at 104 Barbara Road, Bellmore; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,130.00, the cost associated with the emergency services provided at 104 Barbara Road, Bellmore, New York

NOW, THEREFORE, BE IT

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

Item # 13  
Case # 658

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 \$1,130.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ASBESTOS AIR MONITORING TESTING AND A VISUAL INSPECTION IN RELATION TO THE DEMOLITION AND REMOVAL OF AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF CARNEGIE AVENUE, 112 FEET SOUTH OF PELHAM STREET, SEC 32, BLOCK 360, AND LOT (S) 64-66, A/K/A 87 CARNEGIE AVENUE, 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 unsafe structure located 87 Carnegie Avenue, Elmont, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 388-2015 adopted April 14, 2015; and

WHEREAS, the services Environmental Management Services Inc., at 23-24 Sourid Street #1, Astoria, New York 11105, 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 183-2015; and

WHEREAS, on August 26, 2015 the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 87 Carnegie Avenue, Elmont; and

WHEREAS, on December 14, 2015 the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make a visual inspection to verify asbestos abatement was performed, located at 87 Carnegie Avenue, Elmont; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,100.00, the cost associated with the emergency services provided at 87 Carnegie Avenue, 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 # 13  
Case # 654

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 \$2,100.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ASBESTOS ABATEMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF AN UNSAFE ONE STORY COMMERCIAL BUILDING, LOCATED ON THE SOUTH WEST CORNER OF HEMPSTEAD TURNPIKE AND SHERWOOD AVENUE SEC 35, BLOCK 039, AND LOT (S) 61, A/K/A 1141 HEMPSTEAD TURNPIKE, FRANKLIN SQUARE, 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 unsafe structure located 1141 Hempstead Turnpike, Franklin Square, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 712-2015 adopted June 9, 2015; and

WHEREAS, the services of Unitech Services Group, Inc at 241-4 North Fehr Way in Bay Shore, New York, 11706, 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 897-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed Unitech Services Group, Inc. to remove one thousand two hundred fifty (250') square feet of roof membrane, base flashing, and siding shingles which contained asbestos, located at 1141 Hempstead Turnpike, Franklin Square; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$7,500.00, the cost associated with the emergency services provided at 1141 Hempstead Turnpike, Franklin Square, 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 # 14  
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 \$7,500.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ASBESTOS ABATEMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF PLOVER PLACE 100' WEST OF OCEAN AVENUE SEC 63, BLOCK 47, AND LOT (S) 371,373,378, A/K/A 3570 PLOVER PLACE, SEAFORD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located 3570 Plover Place, Seaford, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 1107-2015 adopted September 21, 2015; and

WHEREAS, the services of Unitech Services Group, Inc at 241-4 North Fehr Way in Bay Shore, New York, 11706, 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 897-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed Unitech Services Group, Inc. to remove one (1) square foot of miscellaneous ACM, located at 3570 Plover Place, Seaford; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$12.00, the cost associated with the emergency services provided at 3570 Plover Place, Seaford, 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 #14*  
*Case #656*

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 \$12.00 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 WEST SIDE OF LOCUSTWOOD BOULEVARD, 40 FEET NORTH OF 106<sup>TH</sup> AVENUE. SEC 32, BLOCK 377, AND LOT (S) 39 & 40, A/K/A 59 LOCUSTWOOD BOULEVARD, 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 59 Locustwood Boulevard, 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 frame two (2) seven foot by eight foot (7' x 8') garage doors with two inch by four inch by eight foot (2" x 4" x 8') studs and board with one half inch ( 1/2") four (4) ply plywood, board one (1) thirty six inch by fifty two inch (36" x 52") window and board with one half inch ( 1/2") four (4) ply plywood, located at 59 Locustwood Boulevard, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$416.80, the cost associated with the emergency services provided at 59 Locustwood Boulevard, 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 # 15*  
*11/10/15*

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 \$416.80 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF PENNY LANE, 189.35 FEET WEST OF WATER LANE NORTH. SEC 51, BLOCK 184, AND LOT(S) 13, A/K/A 15 PENNY LANE, 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 15 Penny Lane, 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) three foot by seven foot (3' x 7') door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board with one half inch (1/2") four (4) ply plywood, resecure one (1) twenty foot by thirty foot (20' x 30') tarp with furring strips blowing around on roof, located at 15 Penny Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$400.80, the cost associated with the emergency services provided at 15 Penny Lane, Levittown, New York;

NOW, THEREFORE, BE IT

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

*Item # 15*  
*PA 10/11/15*

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 \$400.80 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 ATTACHED GARAGE, LOCATED ON THE EAST SIDE OF FAIRWAY ROAD, 366.47 FEET NORTH OF GREENWAY. SEC 60, BLOCK 9, AND LOT (S) 1, A/K/A 118 FAIRWAY ROAD, LIDO BEACH, 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 118 Fairway Road, Lido Beach; 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 twelve feet (12') 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, located at 118 Fairway Road, Lido Beach;

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 118 Fairway Road, Lido Beach, 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

*Item #15*  
*Resolution #65*



\$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 MASONRY COMMERCIAL BUILDING, LOCATED ON THE WEST SIDE OF MERRICK AVENUE, 100.2 FEET NORTH OF MILLER PLACE. SEC 55, BLOCK 502, AND LOT (S) 38, A/K/A 139 MERRICK 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," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 139 Merrick Avenue, Merrick, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) four foot by seven foot (4' x 7') window with one half inch (1/2") four (4) ply plywood, located at 139 Merrick Avenue, Merrick;

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 139 Merrick Avenue, Merrick, 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 # 15  
Case # 654

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 MASONRY COMMERCIAL BUILDING, LOCATED ON THE SOUTH SIDE OF SUNRISE HIGHWAY, 357.14 FEET WEST OF LANDSDOWNE AVENUE, SEC 55, BLOCK 145, AND LOT (S) 31, A/K/A 1833-SUNRISE HIGHWAY, MERRICK, 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 1833 Sunrise Highway, Merrick, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board front windows with one half inch (1/2") four (4) ply plywood, located at 1833 Sunrise Highway, Merrick;

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 1833 Sunrise Highway, Merrick, 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 # 15  
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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 AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF BAYSIDE AVENUE, 135 FEET EAST OF MESSICK AVENUE. SEC 43, BLOCK 206, AND LOT (S) 44, A/K/A 256 BAYSIDE AVENUE, 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 256 Bayside Avenue, 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 one (1) fifty six inch by two hundred and eight inch (56" x 208") exterior hole with one half inch (1/2") four (4) ply plywood, board one (1) thirty one inch by ninety six inch (31" x 96") exterior hole with one half inch (1/2") four (4) ply plywood, board one (1) forty inch by forty four inch (40" x 44") window with one half inch (1/2") four (4) ply plywood, secure one (1) forty inch by eighty inch (40" x 80") door with one half inch (1/2") four (4) ply plywood, rip and remove six (6) yards of bricks, located at 256 Bayside Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$791.44, the cost associated with the emergency services provided at 256 Bayside Avenue, Oceanside, New York;

NOW, THEREFORE, BE IT

*Item #15*  
*Case #68*

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 \$791.44 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 MONTGOMERY, 102.46 FEET EAST OF MESSICK AVENUE. SEC 43, BLOCK 304, AND LOT (S) 6, A/K/A 261 MONTGOMERY AVENUE, 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 261 Montgomery Avenue, 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 eight (8) thirty inch by thirty eight inch (30" x 38") windows HUD style with one half inch (1/2") four (4) ply plywood, board two (2) twenty two inch by fifty four inch (22" x 54") windows HUD style with one half inch (1/2") four (4) ply plywood, board one (1) two foot by three foot (2' x 3') window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) thirty five inch by fifty four inch (35" x 54") window with one half inch (1/2") four (4) ply plywood, build one (1) forty inch by ninety two inch (40" x 92") 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 four inch (40" x 84") door barricade and board HUD style with one half inch (1/2") four (4) ply plywood, located at 261 Montgomery Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$688.67, the cost associated with the emergency services provided at 261 Montgomery Avenue, Oceanside, New York;

*OTM # 15*  
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NOW; THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$688.67 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 NORTHEAST CORNER OF HOKE AVENUE AND YOST BOULEVARD, SEC 43, BLOCK 282, AND LOT (S) 1, A/K/A 336 HOKE AVENUE, 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 336 Hoke Avenue, Oceanside, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on June 10, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to frame one (1) seven foot by eight foot (7' x 8') garage door with two inch by four inch by eight foot (2" x 4" x 8') studs and board with one half inch (1/2") four (4) ply plywood, secure one (1) three foot by seven foot (3' x 7') door with one half inch (1/2") four (4) ply plywood, located at 336 Hoke Avenue, Oceanside;

WHEREAS, on June 24, 2015, 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 and board HUD style with one half inch (1/2") four (4) ply plywood, frame one (1) seven foot by eight foot (7' x 8') garage door with two inch by four inch by eight foot (2" x 4" x 8') and board with one half inch (1/2") four (4) ply plywood, located at 336 Hoke Avenue, Oceanside;

*Item # 15*  
*11/11/15*

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$543.20, the cost associated with the emergency services provided at 336 Hoke Avenue, 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 \$543.20 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF NEW STREET, 564.11 FEET WEST OF THE LIRR. SEC 43, BLOCK 55, AND LOT (S) 247-250, A/K/A 16 NEW STREET, 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 16 New Street, 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, on July 3, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to build one (1) thirty six inch by eighty inch (36" x 80") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, build one (1) forty eight inch by eighty four (48" x 84") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 216 New Street, Oceanside;

WHEREAS, on July 8, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to build one (1) four foot by seven foot (4' 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 216 New Street, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$410.40, the cost

*Item # 15*  
*Resolution # 6542*

associated with the emergency services provided at 16 New Street,  
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  
\$410.40 may be assessed by the Board of Assessors of the County of  
Nassau against the lot in question at the same time as other taxes are  
levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF ANCHOR AVENUE, 240 FEET WEST OF YOST BOULEVARD, SEC 43, BLOCK 217, AND LOT (S) 42, A/K/A 420 ANCHOR AVENUE, 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 420 Anchor Avenue, 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, on July 22, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to build one (1) eighty four inch by ninety six inch (84" x 96") 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 420 Anchor Avenue, Oceanside;

WHEREAS, on October 14, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to secure one (1) thirty six inch by eighty two inch (36" x 82") door with one half inch (1/2") four (4) ply plywood, board one (1) twenty inch by twenty four inch (20" x 24") exterior hole with one half inch (1/2") four (4) ply plywood, board one (1) twenty inch by sixty four inch (20" x 64") exterior garage hole with one half inch (1/2") four (4) ply plywood, located at 420 Anchor Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$448.80, the cost

Item # 5  
11/10/15 # 650

associated with the emergency services provided at 420 Anchor Avenue,  
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  
\$448.80 may be assessed by the Board of Assessors of the County of  
Nassau against the lot in question at the same time as other taxes are  
levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF CLINTON AVENUE, 160 FEET EAST OF LANGDON BOULEVARD. SEC 38, BLOCK 107, AND LOT (S) 341, A/K/A 454 CLINTON AVENUE, 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 454 Clinton Avenue, 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, on February 4, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to secure one (1) three foot by seven foot (3' x 7') door with one half inch (1/2") four (4) ply plywood, located at 454 Clinton Avenue, Rockville Centre;

WHEREAS, on February 18, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) thirty three inch by forty eight inch (33" x 48") window with one half inch (1/2") four (4) ply plywood, located at 454 Clinton Avenue, Rockville Centre;

WHEREAS, on July 2, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board five (5) twenty nine inch by forty eight inch (29" x 48") windows with one half inch (1/2") four (4) ply plywood, board five (5) two foot by three foot (2' x 3') windows with one half inch (1/2") four (4) ply plywood, board one (1) forty eight inch by eighty nine inch (48" x 89") window

*Stem # 15*  
D. M. H. H. S.



with one half inch ( $\frac{1}{2}$ " ) four (4) ply plywood, board two (2) twenty five inch by forty four inch (26" x 44") windows with one half inch ( $\frac{1}{2}$ " ) four (4) ply plywood, board one (1) thirty eight inch by fifty six inch (38" x 56") window with one half inch ( $\frac{1}{2}$ " ) four (4) ply plywood, board one (1) twenty nine inch by fifty six inch (29" x 56") window with one half inch ( $\frac{1}{2}$ " ) four (4) ply plywood, board one (1) twenty six inch by thirty eight inch (26" x 38") window with one half inch ( $\frac{1}{2}$ " ) four (4) ply plywood, build one (1) forty two inch by eighty seven inch (42" x 87") 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 ( $\frac{1}{2}$ " ) four (4) ply plywood, located at 454 Clinton Avenue, Rockville Centre;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$993.70, the cost associated with the emergency services provided at 454 Clinton Avenue, 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

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 \$993.70 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF BROOKS AVENUE, 50 FEET EAST OF STEVENS STREET. SEC 55, BLOCK 313, AND LOT (S) 259, A/K/A 40 BROOKS 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 40 Brooks 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 build one (1) forty inch by eighty four inch (40" x 84") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 40 Brooks 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 40 Brooks 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

*DOM # 15*  
*2015*

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 ONE STORY WOOD FRAME ONE FAMILY DWELLING DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY LOCATED ON THE SOUTHWEST CORNER OF LOWELL ROAD AND MIDWOOD STREET, SECTION 50, BLOCK 108, LOT (S) 1, A/K/A 640 LOWELL ROAD, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the structure located at 640 Lowell Road, Uniondale, 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) three foot by seven foot (3' x 7') door with one half inch (½") four (4) ply plywood, located at 640 Lowell Road, 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 640 Lowell Road, Uniondale, New York

NOW, THEREFORE, BE IT

*Item #1*  
*Case #65*

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 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 ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF ORBIT LANE, 154.13 FEET NORTH OF PARK AVENUE. SEC 36, BLOCK 137, AND LOT (S) 246, A/K/A 844 ORBIT LANE, 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 844 Orbit Lane, Uniondale; 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 844 Orbit Lane, 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 844 Orbit Lane, Uniondale, New York;

NOW, THEREFORE, BE IT

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

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

*D. Jean # 15*  
*CASE # 6592*

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

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF ARCADIAN AVENUE, 108.58 FEET NORTH OF S STREET. SEC 35, BLOCK 519, AND LOT (S) 130, A/K/A 771 ARCADIAN AVENUE, VALLEY STREAM, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 771 Arcadian Avenue, Valley Stream; and

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

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

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

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

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to provide and install one (1) lock and hasp, located at 771 Arcadian Avenue, Valley Stream;

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 771 Arcadian Avenue, Valley Stream, New York;

NOW, THEREFORE, BE IT

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

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

*Order # 15*  
*Case # 654*



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 AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY LOCATED ON THE EAST SIDE OF DISC LANE, 504.27 FEET SOUTH OF DUCKPOND DRIVE NORTH, SECTION 51, BLOCK 424, LOT (S) 33, A/K/A 25 DISC LANE, 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 structure located at 25 Disc Lane, Wantagh, 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 board one (1) twenty nine inch by forty eight inch (29" x 48") window with one half inch ( 1/2") four (4) ply plywood, build one (1) forty one inch by eighty one inch (41" 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, provide and install one (1) lock and hasp, located at 25 Disc Lane, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$213.63, the cost

*Stem # 15*  
*11/10/14*

associated with the emergency services provided at 25 Disc Lane,  
Wantagh, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$213.63 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 EAST SIDE OF HARDY LANE, 443.71 FEET SOUTH OF HOE LANE. SEC 45, BLOCK 417, AND LOT (S) 22, A/K/A 87 HARDY LANE, WESTBURY, 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 Hardy Lane, Westbury; 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 inch by fifty four inch (40" x 54") window with one half inch ( 1/2") four (4) ply plywood, install two (2) four inch by four inch by eighty five inch (4" x 4" x 85") support posts, located at 87 Hardy Lane, Westbury;

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 87 Hardy Lane, Westbury, 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

*Item #15*  
7/13/15

\$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 AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF NORTH BOULEVARD AND RHAME AVENUE. SEC 42, BLOCK 20, AND LOT (S) 116, A/K/A 18 NORTH BOULEVARD, EAST ROCKAWAY, 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 unsafe structure located at 18 North Boulevard, East Rockaway, Town of Hempstead, New York; 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 structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of H2M Architects & Engineers, 538 Broad Hollow Road, Melville, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 448-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 18 North Boulevard, East Rockaway; and

WHEREAS, on August 18, 2015, H2M Architects & Engineers performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$472.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$472.50, the cost associated with such services provided regarding at 18 North Boulevard, East Rockaway, 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 # 16*  
*Case # 654*

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 \$472.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF CRESCENT STREET, 230.85 FEET SOUTH OF BROADWAY. SEC 41, BLOCK 9, AND LOT (S) 44, A/K/A 25 CRESCENT STREET, HEWLETT, 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 unsafe structure located at 25 Crescent Street, Hewlett, Town of Hempstead, New York; 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 structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of H2M Architects & Engineers, 538 Broad Hollow Road, Melville, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 448-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 25 Crescent Street, Hewlett; and

WHEREAS, on November 10, 2015, H2M Architects & Engineers for verbal testimony with regard to Chapter 90 report and has submitted a bill for services rendered, in the amount of \$140.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$140.00, the cost associated with such services provided regarding at 25 Crescent Street, Hewlett, 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

*Stem #16*  
10/10/10 FF/SL



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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON EAST SIDE OF MONTAUK AVENUE, 398.37 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.

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 unsafe structure located at 25 Montauk Avenue, Merrick, Town of Hempstead, New York; 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 structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of H2M Architects & Engineers, 538 Broad Hollow Road, Melville, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 448-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding at 25 Montauk Avenue, Merrick; and

WHEREAS, on October 21, 2015, H2M Architects & Engineers performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$483.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$483.00, the cost associated with such services provided regarding at 25 Montauk Avenue, Merrick, 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 #16*  
*Case #654*

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 \$483.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON EAST SIDE OF WYNSUM AVENUE, 112.92 FEET SOUTH OF LEEWARD LANE, SEC 63, BLOCK 324, AND LOT (S) 5, A/K/A 3167 WYNSUM 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," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 3167 Wynsum Avenue, Merrick, Town of Hempstead, New York; 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 structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of H2M Architects & Engineers, 538 Broad Hollow Road, Melville, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 448-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 3167 Wynsum Avenue, Merrick; and

WHEREAS, on September 10, 2015, H2M Architects & Engineers performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$577.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$577.50, the cost associated with such services provided regarding at 3167 Wynsum Avenue, Merrick, 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

*Done #16*  
*T. R. #1656*

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 \$577.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF BAUER AVENUE, 240 FEET NORTH OF CLINTON AVENUE. SEC 55, BLOCK 46101, AND LOT (S) 71-73 & 87-88, A/K/A 20 BAUER 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 unsafe structure located at 20 Bauer Avenue, Roosevelt, Town of Hempstead, New York; 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 structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of H2M Architects & Engineers, 538 Broad Hollow Road, Melville, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 448-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 20 Bauer Avenue, Roosevelt; and

WHEREAS, on October 19, 2015, H2M Architects & Engineers performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$546.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$546.00, the cost associated with such services provided regarding at 20 Bauer 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

*Item # 16*  
*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 \$546.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO GRAFFITI REMOVAL IN ACCORDANCE WITH SECTION 31-302(N) OF THE BUILDING ZONE ORDINANCE OF THE TOWN OF HEMPSTEAD IN REGARD TO A ONE STORY, COMPOSITION FRAME, COMMERCIAL BUILDING, LOCATED ON THE SOUTH SIDE OF HEMPSTEAD TURNPIKE 20 FEET WEST OF FRANKLIN AVENUE, SECTION 50, BLOCK 204, LOTS 18-19 A/K/A 2242 HEMPSTEAD TURNPIKE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK

WHEREAS, pursuant to section 31-302(N) of the Building Zone Ordinance of the Town of Hempstead entitled, "Graffiti Eradication," the Commissioner of the Department of Buildings deemed it necessary to inspect the structure located at 2242 Hempstead Turnpike, East Meadow, Town of Hempstead, New York; and

WHEREAS, said inspection verified that graffiti, as defined in the above-referenced section, was present upon the premises at the above address; and

WHEREAS, pursuant to section 31-302 (N) of the Building Zone Ordinance, the Commissioner of the Department of Buildings is authorized to cause the removal of graffiti with the costs and expenses of such removal collected in the manner fixed by law for the collection of taxes; and

WHEREAS, by resolution 1319-2012, the Town Board accepted the bid of KS Restorations & Home Improvements, Inc., to serve as the town's contractor for graffiti removal purposes; and

WHEREAS, the Commissioner of the Department of Buildings directed KS Restorations & Home Improvements, Inc. to make a service call, \$85.00, and paint two hundred twenty sq. ft. (220') two (2) coats at \$880.00, located at 2242 Hempstead Turnpike, East Meadow; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$965.00 the cost associated with the services provided at 2242 Hempstead Turnpike, East Meadow, New York; and

WHEREAS, all applicable procedures required by section 31-302(N) in this matter were followed by the Commissioner of the Department of Buildings;

NOW, THEREFORE, BE IT

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

Item #

17

Case #

28824



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 \$965.00 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 GRANTING PERMISSION TO THE CHAMBER OF COMMERCE OF THE BELLMORES TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING A SPECIAL EVENT ON MAY 6, MAY 13, MAY 20, MAY 27, JUNE 3, JUNE 10, JUNE 17, JUNE 24, JULY 1, JULY 8, JULY 15, JULY 22, JULY 29, AUGUST 5, AUGUST 12, AUGUST 19, AUGUST 26, SEPTEMBER 2, SEPTEMBER 9, SEPTEMBER 16, SEPTEMBER 23, SEPTEMBER 30, AND OCTOBER 7, 2016.

WHEREAS, the Chamber of Commerce of the Bellmores, c/o Joseph Verdi, Car Show Chairperson, 2700 Pettit Avenue, Bellmore, New York 11710 has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Special Event on May 6, May 13, May 20, May 27, June 3, June 10, June 17, June 24, July 1, July 8, July 15, July 22, July 29, August 5, August 12, August 19, August 26, September 2, September 9, September 16, September 23, September 30, and October 7, 2016; and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission, and BE IT

RESOLVED, that permission is hereby granted to the Chamber of Commerce of the Bellmores, c/o Joseph Verdi, Car Show Chairperson, 2700 Pettit Avenue, Bellmore, New York 11710 to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Special Event on May 6, May 13, May 20, May 27, June 3, June 10, June 17, June 24, July 1, July 8, July 15, July 22, July 29, August 5, August 12, August 19, August 26, September 2, September 9, September 16, September 23, September 30, and October 7, 2016; and

BE IT FURTHER

RESOLVED, that in conducting said activity the Chamber of Commerce of the Bellmores shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 209A

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LIONS CLUB OF THE BELLMORES TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR APRIL 10, APRIL 24, MAY 8, MAY 22, JUNE 12, JUNE 19, JULY 3, JULY 17, JULY 31, AUGUST 14, AUGUST 28, SEPTEMBER 4, SEPTEMBER 25, OCTOBER 2, OCTOBER 16, OCTOBER 30, NOVEMBER 13, NOVEMBER 27, DECEMBER 4, DECEMBER 11, AND DECEMBER 18, 2016.

WHEREAS, the Lions Club of the Bellmores, Inc., P.O. Box 1159, Bellmore, New York 11710-3561 Attention: Roy A. Weinman, Chairman, has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair April 10, April 24, May 8, May 22, June 12, June 19, July 3, July 17, July 31, August 14, August 28, September 4, September 25, October 2, October 16, October 30, November 13, November 27, December 4, December 11, and December 18, 2016; and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission, and BE IT

RESOLVED, that permission is hereby granted to the Lions Club of the Bellmores, Inc., P.O. Box 1159, Bellmore, New York 11710-3561 Attention: Roy A. Weinman, Chairman, to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair April 10, April 24, May 8, May 22, June 12, June 19, July 3, July 17, July 31, August 14, August 28, September 4, September 25, October 2, October 16, October 30, November 13, November 27, December 4, December 11, and December 18, 2016; and

BE IT FURTHER

RESOLVED, that in conducting said activity the Lions Club of the Bellmores, Inc. shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

*Item # 18*  
*Case # 20912*

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO LEGISLATOR  
HOWARD J. KOPEL TO USE TOWN OF HEMPSTEAD  
PARKING FIELD O-3, OCEANSIDE, NEW YORK FOR  
THE PURPOSE OF SPONSORING THE "NUMC  
MAMMOGRAPHY VAN" FOR SCREENINGS ON  
MAY 19, 2016

WHEREAS, Legislator Howard J. Kopel, Nassau County Legislature, Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York 11501 Attention: Cindy Lark has requested to use Town of Hempstead Parking Field O-3, Oceanside, New York for the purpose of sponsoring the "NUMC Mammography Van" for screenings on May 19, 2016; and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission, and BE IT

RESOLVED, that permission is hereby granted to Legislator Howard J. Kopel, Nassau County Legislature, Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York 11501 Attention: Cindy Lark to use Town of Hempstead Parking Field O-3, Oceanside, New York for the purpose of sponsoring the "NUMC Mammography Van" for screenings on May 19, 2016; and

BE IT FURTHER

RESOLVED, that in conducting said activity, Legislator Howard J. Kopel shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

18  
20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO OCEANSIDE  
SANITARY DISTRICT #7 TO USE TOWN OF HEMPSTEAD  
PARKING FIELD O-3, OCEANSIDE, NEW YORK FOR  
THE PURPOSE OF HOLDING AN E-CYCLING AND  
DOCUMENT SHREDDING PROGRAM ON APRIL 23, 2016.

WHEREAS, the Oceanside Sanitary District #7, 90 Mott Street, Oceanside, New York 11572 Attention: Dan Faust, General Supervisor, has requested to use Town of Hempstead Parking Field O-3, Oceanside, New York for the purpose of holding an E-Cycling and Document Shredding Program on April 23, 2016; and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission, and BE IT

RESOLVED, that permission is hereby granted to the Oceanside Sanitary District #7, 90 Mott Street, Oceanside, New York 11572 Attention: Dan Faust, General Supervisor, to use Town of Hempstead Parking Field O-3, Oceanside, New York for the purpose of holding an E-Cycling and Document Shredding Program on April 23, 2016; and

BE IT FURTHER

RESOLVED, that in conducting said activity, the Oceanside Sanitary District #7 shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

*Item # 16*  
*Case # 2016*

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE WANTAGH  
LITTLE LEAGUE, WANTAGH, NEW YORK TO USE TOWN OF  
HEMPSTEAD PARKING FIELD WA-5, WANTAGH, NEW YORK  
FOR THE PURPOSE OF HOLDING A SPECIAL EVENT  
APRIL 16, 2016.

WHEREAS, the Wantagh Little League, c/o Harold Ball, P.O. Box 94, Wantagh,  
New York 11793 has requested to use Town of Hempstead Parking Field WA-5,  
Wantagh, New York for the purpose of holding a Special Event April 16, 2016; and

WHEREAS, this Town Board deems it to be in the public interest to grant said  
permission, and BE IT

RESOLVED, that permission is hereby granted to the Wantagh Little League, c/o  
Harold Ball, P.O. Box 94, Wantagh, New York 11793 to use Town of Hempstead  
Parking Field WA-5, Wantagh, New York for the purpose of holding a Special Event  
April 16, 2016; and

BE IT FURTHER

RESOLVED, that in conducting this activity, the Wantagh Little League shall  
comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

*Item # 18*  
*Case # 2091*

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE PERFECTING FAITH CHURCH TO USE TOWN OF HEMPSTEAD PARKING FIELD R-1, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING A SPECIAL EVENT ON JULY 3, 10, 17, 24, 31, AUGUST 7, 14, 21, 28, & SEPTEMBER 4, 2016.

WHEREAS, the Perfecting Faith Church, 311 North Main Street, Freeport, New York 11520 Attention: Louis Mellini, Assistant Pastor, has requested to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding a Special Event on July 3, 10, 17, 24, 31, August 7, 14, 21, 28, & September 4, 2016; and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission, and BE IT

RESOLVED, that permission is hereby granted to the Perfecting Faith Church, 311 North Main Street, Freeport, New York 11520 Attention: Louis Mellini, Assistant Pastor to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding a Special Event on July 3, 10, 17, 24, 31, August 7, 14, 21, 28, & September 4, 2016; and

BE IT FURTHER

RESOLVED, that in conducting said activity the Perfecting Faith Church shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION # 77-1999,  
RESOLUTION # 1207-2005, AND RESOLUTION #893-2009  
REGARDING AN ADMINISTRATIVE SERVICE CHARGE  
FOR PROCESSING REQUESTS FOR THE REMOVAL OF  
TREES.

WHEREAS, Resolution No. # 77-1999 was adopted January 26, 1999, Resolution No. # 1207-2005 was adopted December 13, 2005, and Resolution #893-2009 was adopted July 7, 2009; and

WHEREAS, it has been deemed that the Administrative Service Charge for processing requests for the removal of trees shall now be seven hundred seventy five dollars (\$775.00) for all residents; and

WHEREAS, the above fee is deemed to be fair and reasonable;

NOW, THEREFORE, BE IT

RESOLVED, that Resolution #77-1999, Resolution #1207-2005, and Resolution #893-2009 be amended so as to increase the Administrative Service Charge as indicated; and

BE IT FURTHER

RESOLVED, that all remaining clauses of these resolutions shall remain as originally adopted, and

BE IT FURTHER

RESOLVED, that the above amendment shall be effective beginning April 1, 2016.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

19

Case #

7727



Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT BY THE TOWN OF  
HEMPSTEAD TO THE NEW YORK STATE DEPARTMENT OF  
CIVIL SERVICE FOR EXAMINATION SERVICE FEES.

WHEREAS, the New York State Department of Civil Service has advised the Town of Hempstead Civil Service Commission that there is a \$15.00 fee (½ of the \$30.00 total fee) per APPROVED paid candidate for each centralized Civil Service examination between January 1, 2015 through December 31, 2015; and

WHEREAS, the New York State Department of Civil Service has advised the Town of Hempstead Civil Service Commission that there is a \$5.00 fee for the first twenty (20) candidates approved for each decentralized examination announced. For each candidate beyond that first twenty (20), the fee is \$3.00 per candidate approved; for each decentralized exam program used; and

WHEREAS, the Town of Hempstead Civil Service Commission has indicated that there were six hundred fifteen (615) approved paid candidates taking centralized Civil Service examinations for the period of January 1, 2015 to December 31, 2015, for a total amount due to the state of \$9225.00; and

WHEREAS, the Town of Hempstead Civil Service Commission has indicated that there were no decentralized exam programs used for the period of January 1, 2015 through December 31, 2015, and there were zero (0) approved paid candidates for a total amount due to the state of \$0.00; and

WHEREAS, this Town Board deems it in the interest of the Town of Hempstead and government thereof that the Town of Hempstead pay for such fees as stated herein;

NOW THEREFORE, BE IT

RESOLVED, that payment of the candidate fee for Civil Service centralized examination approved applicants and payment for decentralized exam programs used is hereby authorized; and

BE IT FURTHER

RESOLVED, that the total approved candidate fee for all the Civil Service examinations equals a total of \$9225.00 to be paid to the New York State Department of Civil Service, Application and Fee Processing Unit, New York State Department of Civil Service, Albany, New York 12239; such expense to be charged to General Funds Fees and Services Account No. 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

20

25265

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO ROUTESMART TECHNOLOGIES, INC. FOR MAINTENANCE SERVICES REGARDING THE ROUTESMART SANITATION COLLECTION ROUTING AND SCHEDULING SYSTEM AND THE CUSTOMER SERVICE AND ROUTE LOOK UP SYSTEM FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF SANITATION

WHEREAS, Routesmart Technologies, Inc., 235 East Jericho Turnpike, Mineola, New York 11501 has developed a software system which provides the Department of Sanitation with the ability to do sanitation collection routing and scheduling; and

WHEREAS, the RouteSmart system is an essential component of our sanitation collection routing and scheduling system; and

WHEREAS, the Routesmart program requires a maintenance, upgrades and technical support; and

WHEREAS, the cost for maintenance, upgrades and technical support for the period January 1, 2016 to December 31, 2016 is \$6,112.00; and

WHEREAS, Routesmart Technologies, Inc., has developed a software system which provides the Department of Sanitation with Customer Service applications for Special Pick-Ups and for Route Look Up; and

WHEREAS, this system is an essential component of providing services to the residents of the Town of Hempstead and requires maintenance, upgrades and technical support; and

WHEREAS, the cost for maintenance, upgrades, training and technical support for the period January 1, 2016 to December 31, 2016 is \$28,920.00; and

WHEREAS, It would be in the public interest and is in the best interests of the operation of the Town of Hempstead Department of Sanitation to authorize these expenditures;

NOW, THEREFORE, BE IT

RESOLVED, that the expenditure for maintenance, upgrades and technical support for two Routesmart software programs for the period January 1, 2016 to December 31, 2016 is hereby authorized and; BE IT FURTHER

RESOLVED, that the charges in an amount not to exceed \$35,032.000 for these services shall be charged against the Town of Hempstead Department of Sanitation Fees & Services Operating Account Code #300-006-8110-4151.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

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Item # 21

Case # 9177

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT FOR THE RENTAL  
OF A POSTAGE METER TOGETHER WITH MAINTENANCE  
SERVICE AND RATE STRUCTURE INSURANCE FOR THE  
DEPARTMENT OF SANITATION

WHEREAS, Resolution #884-2013, adopted, July 6, 2013 authorized the rental of a postage meter for the Department of Sanitation from Neopost USA, Inc. pursuant to New York State Contract PC65204; and

WHEREAS, Resolution #1146-2012, adopted October 3, 2012 authorized the payment for the annual maintenance of the Department of Sanitation's postage meter; and

WHEREAS, there is a new, New York State Contract PC67336 which covers the rental of the postage meter; and

WHEREAS, originally, the Department of Sanitation made separate payments for rental of the postage meter, the maintenance agreement and the rate structure insurance to two different entities that were a part of Neopost USA Inc.; and

WHEREAS, all three services have been combined into one amount; and

WHEREAS, the amount per month is \$86.65, to paid in quarterly installments of \$259.95; and

WHEREAS, payment is now to be made MailFinance, a Neopost USA Inc. Company with offices at 478 Wheelers Farms Road, Milford, CT 06461; and

WHEREAS, the Deputy Commissioner of Sanitation deems it in the best interest of the residents of the Town of Hempstead to accept this proposal;

NOW, THEREFORE, BE IT

RESOLVED, that payment be and is hereby authorized to be made to MailFinance, a Neopost USA, Inc. Company, and for payment purposes with a mailing address of 25881 Network Place, Chicago, Illinois 60673-1258 for the period which will end on September 12, 2019; and

BE IT FURTHER RESOLVED, that payment in the amount of \$86.65 monthly, to be paid in quarterly installments of \$259.95, be made and paid out of Sanitation Utility Postage Account No. 300-006-8110-4170.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

22

Case #

9177

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING PAYMENT OF  
2016 LICENSE FEES TO BROADCAST MUSIC,  
INC. (BMI) TO COMPLY WITH THE COPYRIGHT  
LAWS FOR ALL DEPARTMENTS IN THE TOWN OF  
HEMPSTEAD FOR MUSIC PLAYED TO THE  
PUBLIC.

WHEREAS, on March 23, 2010, the Town of Hempstead adopted Resolution No. 366-2010 and entered into a license agreement with Broadcast Music, Inc. (BMI), a New York Corporation having an office at 10 Music Square East, Nashville, Tennessee 37203, to comply with federal copyright laws; and

WHEREAS, Resolution No. 366-2010 authorizes the Supervisor to pay the annual license fee to Broadcast Music, Inc. for each year this agreement remains in effect; and

WHEREAS, Broadcast Music, Inc. (BMI) has submitted the 2016 annual license fee to the Town in the amount of \$5,936.40;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and she hereby is authorized to pay the 2016 annual license fee to Broadcast Music, Inc. (BMI), in the amount of \$5,936.40 payable from General Fund Fees and Services 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

23

Case #

27265

CASE NO.

RESOLUTION NO.

Adopted

Council offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING REIMBURSEMENT OF ANNUAL NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION COMMERCIAL PESTICIDE APPLICATOR RENEWAL FEE OF \$200.00 TO SCOTT HENDERSON, HORTICULTURE INSPECTOR, OF THE DEPARTMENT OF CONSERVATION AND WATERWAYS.

WHEREAS, it is necessary for the Department of Conservation and Waterways to have a certified Commercial Pesticide applicator; and

WHEREAS, Scott Henderson, 3385 Carrollton Avenue, Wantagh, New York 11793, has completed the necessary training session required to maintain a Commercial Pesticide Applicator certification; and

WHEREAS, the Town Board deems it to be in the public interest for Scott Henderson, 3385 Carrollton Avenue, Wantagh, New York 11793, to renew his annual New York State Department of Environmental Conservation Commercial Pesticide Applicator certification;

NOW, THEREFORE, BE IT

RESOLVED, that Scott Henderson, 3385 Carrollton Avenue, Wantagh, New York 11793, is authorized to renew his annual New York State Department of Environmental Conservation Commercial Pesticide Applicator certification, and the amount of \$200.00 be reimbursed to him by the Town of Hempstead in conjunction therewith, such reimbursement to be charged against and paid out of the Department of Conservation and Waterways Code 010-006-8730-4040 (Office Expense).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24  
Case # 18715

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION ESTABLISHING THE FEE SCHEDULE  
FOR THE TOWN OF HEMPSTEAD ANIMAL SHELTER.

WHEREAS, the Town of Hempstead Animal Shelter provides comprehensive services for the animals in its facility, which services include, but are not limited to inoculations, medical treatment, and microchipping; and

WHEREAS, pursuant to sections 152-6, 152-7 and 152-8 of Chapter 152 of the Code of the Town of Hempstead, fees are to be set by Resolution of the Town Board;

NOW, THEREFORE, BE IT

RESOLVED, that the following fees are hereby fixed.

<u>Service</u>	<u>Fee</u>
License	
Altered animal	\$10
Unaltered animal	\$15
Adoption	
Dog	\$85
Pit Bull	\$25
Cat	\$80
Redemption	
First Redemption	
Altered	\$25
Intact	\$75
Second Redemption	
Altered	\$50
Intact	\$150
Third Redemption	
Altered	\$75
Intact	\$300
Micro chip	\$25
Rabies Vaccination	\$25
TNR Flea treatment	\$10
TNR Distemper	\$10
TNR FELV	\$25

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

21646

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE  
OF THE TOWN CLERK TO ADJUST THE FEE  
FOR THE USE OF A CEREMONY ROOM IN THE OFFICE OF  
THE TOWN CLERK FOR THE PURPOSE OF  
A MARRIAGE CEREMONY

WHEREAS, the Town Clerk considers the adjustment of the fee necessary to cover the cost of maintaining the ceremony room in the Office of the Town Clerk used for the purpose of a marriage ceremony;

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 an adjustment in the fee for the use of the ceremony room in the Office of the Town Clerk for the purpose of a marriage ceremony;

NOW, THEREFORE BE IT

RESOLVED, that the Office of the Town Clerk is authorized to charge sixty five (\$65.00) dollars effective March 30, 2016 for the use of the ceremony room in the Office of the Town Clerk for the purpose of a marriage ceremony.

The foregoing was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

29446

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved for its adoption;

RESOLUTION AUTHORIZING ACCEPTANCE OF LETTER  
BID FOR INSPECTION AND MAINTENANCE OF THE FIRE  
ALARM SYSTEM FOR THE TOWN OF HEMPSTEAD'S  
ANIMAL SHELTER, NASSAU COUNTY, NEW YORK  
(FOR 3 YEARS)

WHEREAS, the Commissioner of the Department of General Services sent out a letter bid for fire alarm system for the Town of Hempstead's Animal Shelter located at 3320 Beltagh Avenue, Wantagh, New York for a period of 3 years, commencing upon award of the contract; and

WHEREAS, the 2 letter bids submitted were opened and read in the Office of the Commissioner of the Department of General Services on October 8, 2015 as follows:

Bid Results

Garland Fire Systems Inc. (Low Bidder)  
51 A Tec Street  
Hicksville, New York 11801

Annual Inspection/Cleaning/Testing  
\$995.00 per year / \$2,985.00 for 3 Years

Hourly Rate / Service Call  
\$105.00 per hour at 40 hours per Year = \$4,200.00  
Monday to Friday (7AM to 6PM) Over 3 Years = \$12,600.00

Premium / Service Call  
\$155.00 per hour at 20 hours per Year = \$3,100.00

Off Hours, Weekends, Nights, Over 3 Years = \$9,300.00  
Holidays, Emergency Call-Ins.

Parts Allowance \$1,000.00 per year / \$3,000.00 for 3 Years

Total Contract \$27,885.00

Item # 27

Case # 15512



**Tyco Simplex Grinell**  
35 Arkay Drive, # 100  
Hauppauge, New York 11788

Annual Inspection/Cleaning/Testing  
\$2,100.00 per year / \$6,300.00 for 3 Years

Hourly Rate / Service Call  
\$141.66 per hour at 40 hours per Year = \$5,666.40

Monday to Friday (7AM to 6PM) Over 3 Years = \$16,999.200

Premium / Service Call  
\$212.49 per hour at 20 hours per Year = \$4,249.80

Off Hours, Weekends, Nights, Over 3 Years = \$12,749.40  
Holidays, Emergency Call-Ins.

Parts Allowance \$1,000.00 per year / \$3,000.00 for 3 Years

**Total Contract \$39,037.60**

WHEREAS, the Commissioner of the Department of General Services reported that the lowest letter bid was received from Garland Fire Systems Inc., 51 A Tec Street, Hicksville, New York, as listed above and it appears that said bidder is duly qualified; and

WHEREAS, that the yearly expenditures will not exceed \$9,295.00 (Nine Thousand Two Hundred Ninety Five Dollars); and

WHEREAS, the Town Board after due deliberation, deems that the acceptance of the lowest letter bid from Garland Fire Systems Inc. is reasonable and in the best public interest; however, the Town reserves the right at the end of one year, to cancel said contract upon 30 (Thirty) days notice;

NOW, THEREFORE, BE IT

RESOLVED, that upon execution of the contract by the successful bidder, and submission of the required performance bond and insurance, and approval thereof by the Town Attorney, the Supervisor is authorized to execute 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 Office of the Town Clerk with the contract; and

BE IT FURTHER,

RESOLVED, that the Town Board is authorized to award the contract for fire alarm system for the Town of Hempstead's Animal Shelter to Garland Fire Systems, Inc., 51 A Tec Street, Hicksville, New York for a period of 3 years, commencing upon award of contract; and to make payments under the contract executed by the successful bidder; and that the yearly expenditures will not exceed \$9,295.00 (Nine Thousand Two Hundred Ninety Five Dollars) from the Department of General Services Maintenance of Equipment Account Number 010-001-1490-4030.

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;

RESOLUTION AUTHORIZING ACCEPTANCE OF BID  
FOR HVAC EQUIPMENT REPLACEMENT, 1580  
MERRICK ROAD, MERRICK, TOWN OF HEMPSTEAD,  
NASSAU COUNTY, NEW YORK PW#1-16

WHEREAS, the Commissioner of the Department of General Services after due advertisement for bids, received the following bids for HVAC Equipment Replacement, 1580 Merrick Road, Merrick, Town of Hempstead, Nassau County, New York PW#1-16; and

WHEREAS, the following bids were received and opened in the Commissioner of the Department of General Services office on February 8, 2016:

Ultimate Power, Inc. 45 Nancy Street West Babylon, New York 11704	\$655,000.00
Hi-Tech Air Conditioning 60 Otis Street West Babylon, New York	\$771,225.00
Premier Mechanical Services 620 Johnson Avenue, Suite 5 Bohemia, New York 11716	\$777,000.00

WHEREAS, the Commissioner of the Department of General Services reported that the lowest bid was received from Ultimate Power, Inc. located at 45 Nancy Street, West Babylon, New York 11704, as listed above and it appears that said bidder is duly qualified; and

WHEREAS, this Town Board after due deliberation, deems the bid submitted by Ultimate Power, Inc., to be reasonable and in the best public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that upon execution of the contract by the successful bidder, and submission of the required performance bond and insurance, and approval thereof by the Town Attorney, said contract will be executed on behalf of the Town of Hempstead; and

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28

Case #

8397

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 Office of the Town Clerk with the contract; and

RESOLVED, that the Town Board is authorized to accept the above stated bid with Ultimate Power, Inc., 45 Nancy Street, West Babylon, New York 11704 for HVAC Equipment Replacement, 1580 Merrick Road, Merrick, Town of Hempstead, Nassau County, New York PW#1-16 in the amount of \$655,000.00 (Six Hundred Fifty Five Thousand Dollars) with payments to be made from Capital Funds Account Number 7970-501-7970-5010.

The foregoing resolution was adopted as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION ACCEPTING BID AND AWARDED  
THE CONTRACT FOR THE HOCKEY RINK REPLACEMENT,  
OCEANSIDE PARK, OCEANSIDE,  
NEW YORK, PW #7-16

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the Hockey Rink Replacement at Oceanside Park, Oceanside, NY, and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on March 16, 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>
The Landtek Group, Inc. 235 County Line Road Amityville, NY 11701	\$251,975.00
PSL Industries, Inc. 640 6 <sup>th</sup> Street Ronkonkoma, NY 11779	\$347,735.00

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the lowest bid was received from The Landtek Group, Inc. 235 County Line Road, Amityville, NY 11701 in the sum of \$251,975.00 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 The Landtek Group, Inc., in connection with the Hockey Rink Replacement at Oceanside Park, Oceanside, NY in the amount of \$251,975.00, be accepted subject to the execution of a contract by it; and

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

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29

Case #

16905

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 8617-509-8617-5010.

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  
THE CONTRACT FOR THE TENNIS COURT REHABILITATION  
AT SEAMAN'S PARK, SEAFORD,  
NEW YORK (PW #62-15)

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the Tennis Court Rehabilitation at Seaman's Neck Park, Seaford, NY, PW #62-15, and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on February 2, 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>Bid Prices</u>
Pioneer Landscaping & Asphalt Paving Inc. 168 Townline Road Kings Park, NY 11754	Item 1. \$147,150.00 Item 2. \$147,150.00 Item 3. \$12,550.00 Item 1A. \$57,760.00 Item 2A. -(\$16,700.00)
Stasi Bros. Asphalt Corp. 435 Maple Ave. Westbury, NY 11590	Item 1. \$155,000.00 Item 2. \$155,000.00 Item 3. \$15,500.00 Item 1A. \$80,000.00 Item 2A. -(\$45,000.00)
Metro Paving, LLC 500 Patton Ave. W. Babylon, NY 11704	Item 1. \$182,000.00 Item 2. \$182,000.00 Item 3. \$20,000.00 Item 1A. \$99,000.00 Item 2A. -(\$10,000.00)
Sport-Tech Construction Corp. 410 Route 22 Brewster, NY 10509	Item 1. \$205,000.00 Item 2. \$205,000.00 Item 3. \$20,000.00 Item 1A. \$160,000.00 Item 2A. -(\$33,000.00)
Saracino Construction Corp. 36 Potter Ave. Patchogue, NY 11772	Item 1. \$290,000.00 Item 2. \$290,000.00 Item 3. \$23,000.00 Item 1A. \$193,700.00 Item 2A. -(\$10,000.00)

and

Item # 30

Case # 16905

WHEREAS, after a meeting with the low bidder, Pioneer Landscaping & Asphalt Paving, Inc., and in order to remain within the Department's approved project budget, the Commissioner of the Department of Parks and Recreation has decided to award Items 2, 3, and 1A to the low bidder, in the award sum of \$217,460.00 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 Pioneer Landscaping & Asphalt Paving, Inc. 168 Townline Road, Kings Park, NY 11754, in the amount of \$217,460.00, be accepted subject to the execution of a contract by it; and

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 8648-509-8648-5010.

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 THE PROPOSAL AND AWARDING THE CONTRACT FOR ONE YEAR FOR SAFETY-KLEEN SYSTEMS, INC. TO PROVIDE WASTE REMOVAL/RECYCLING AND SERVICING OF A MODEL 14 PARTS WASHER IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION MAIL/SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, Safety-Kleen Systems, Inc. submitted a proposal to provide waste removal/recycling and servicing of a Model 14 Parts Washer, in use by the Department of General Services, Reproduction Mail/Services Division, Town of Hempstead, Nassau County, New York

Services	Service	Frequency In weeks	Yearly Services	Yearly Services
Model 14 PARTS WASHER W/ PRM SOLVENT FEE	\$153.00	12	4	\$612.00
<b>TOTAL</b>	<b>\$153.00</b>			<b>\$612.00</b>

Whereas, the total annual fee is \$612.00 (Six Hundred Twelve Dollars) to be paid quarterly in four (4) equal payments of \$153.00 (One Hundred Fifty Three Dollars); and

WHEREAS, said proposal for Annual Waste Removal/Recycling will be in effect upon award of this resolution and run continuously for twelve (12) months; and

WHEREAS, this Town Board, after due deliberation, deems that the proposal submitted by Safety- Kleen Systems, Inc., a sole service provider, is reasonable and in the best interest of the public;

NOW, THEREFORE, BE IT

RESOLVED, that the proposal from Safety-Kleen Systems, Inc. described above is hereby accepted for a cost of \$612.00 (Six Hundred Twelve Dollars) for one year for waste removal/recycling and servicing of a Model 14 Parts Washer in use by the Department of General Services, Reproduction Mail/Services, as submitted by Safety- Kleen Systems, Inc. Billing and Mailing address 2600 North Central Expressway, Suite 400 Richardson, TX 75080 to be charged against Department of General Services Account No. 010-001-1490-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

17437

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A FIELD SERVICE PARTNERSHIP AGREEMENT FROM HACH COMPANY FOR THE DEPARTMENT OF WATER'S SPECTROPHOTOMETER.

WHEREAS, the Town of Hempstead Department of Water is now using a Spectrophotometer manufactured by Hach Company; and

WHEREAS, this Spectrophotometer measures the ferrous iron, total iron, nitrate, orthophosphate and total phosphate levels of the Department's Water Distribution System and immediately conducts a shutdown when readings exceed the New York State Health Department contaminant guidelines; and

WHEREAS, Hach Company in a proposal dated October 11, 2015 has offered to provide a Field Service Partnership Agreement for the Department's Spectrophotometer for a yearly charge of \$809.00 to cover the period January 10, 2016 through January 9, 2017; and

WHEREAS, Hach Company in their proposal for a Field Service Partnership Agreement will provide one scheduled preventative maintenance visit, necessary repairs, calibration, etc.; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor hereby is authorized on behalf of the Department of Water to accept the proposal submitted by Hach Company; P.O. Box 389, Loveland, CO 80539, dated October 11, 2015, and to make payment of \$809.00 for a Field Service Partnership Agreement for the Department's Spectrophotometer for the period January 10, 2016 through January 9, 2017 from Department of Water Account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

33

Case #

22356

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved  
its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER  
OF THE DEPARTMENT OF PARKS AND  
RECREATION TO ENTER INTO AN AGREEMENT  
WITH THE LONG ISLAND RAILROAD.

WHEREAS, the Long Island Railroad is doing a major  
renovation of the Wantagh Train Station ; and

WHEREAS, the Long Island Railroad seeks to use a parcel  
of Town of Hempstead property in Wantagh known as Triangle  
Park as a staging area; and

WHEREAS, the Town of Hempstead deems it to be in the  
public interest to enter into an agreement with the Long  
Island Railroad to use Triangle Park as a staging area; and

NOW, THEREFORE, be it

RESOLVED, that the Commissioner of the Town of  
Hempstead Department of Parks and Recreation is authorized  
to enter into an agreement with the Long Island Railroad to  
allow the Long Island Railroad to use the parcel of Town of  
Hempstead property in Wantagh known as Triangle Park as a  
staging area.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

356

Case #

11377

Jamaica Station  
Jamaica, NY 11435-4380  
718 217-5477

Patrick A. Nowakowski  
President



## Long Island Rail Road

March 18, 2016

Department of Program Management  
From: Jason Dayboch, P.E.  
144-41 94th Ave  
3rd Floor Mail Code 1913  
Jamaica, NY 11435

Town of Hempstead  
Office of the Town Attorney  
1 Washington Street  
Hempstead, NY 11550

Attn: Heather Crosley  
Subject: Wantagh Train Station Platform Replacement  
RE: Memorandum of Understanding

Dear Ms. Crosley

Enclosed you will find two signed copies of the Memorandum of Understanding for your review and signature, based on our previous discussions. Please return one executed copy to my office at:

144-41 94th Ave  
3rd Floor Mail Code 1913  
Jamaica, NY 11435

Please let me know if you have any questions. We look forward to completing this project and thank you for your assistance.

Thank you,

A handwritten signature in cursive script that reads "Jason Dayboch".

Jason Dayboch, P.E.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF HEMPSTEAD  
AND  
METROPOLITAN TRANSPORTATION AUTHORITY – LONG ISLAND RAIL ROAD  
RE: WANTAGH STATION PLATFORM REPLACEMENT PROJECT

The Metropolitan Transportation Authority (MTA) Long Island Rail Road (hereafter referred to as "LIRR") seeks use of Wantagh Triangle Park for Staging from the Town of Hempstead (hereafter referred to as "TOH") for the Wantagh Station Platform Replacement Project (hereafter referred to as the "Project").

As discussed at our previous meetings on March 25<sup>th</sup> and November 10<sup>th</sup> 2015, the LIRR will undertake a major renovation of the Wantagh Train Station elevated platform in order to bring it to a State of Good Repair. The specific elements to be replaced and/ or repaired include the platform substructure, the complete replacement of the concrete platform with precast concrete slabs, the installation of a new roof canopy, a new platform waiting room, a new escalator and elevator as well as other station upgrades to the electrical, lighting and mechanical systems. Further, the LIRR will store and reinstall any and all statues now located at Wantagh Triangle Park.

The project, which will be performed by an outside third party contractor, will require a staging and laydown area for construction materials and a work trailer. This MOU formalizes our intent to utilize Triangle Park and the adjacent roadway north of the park, located at the intersection of Railroad Avenue and the Station Plaza for the Contractor's temporary use. It is anticipated that the project will begin in the 1<sup>st</sup> Quarter of 2016 with final completion in the 4<sup>th</sup> Quarter of 2017. The contractor will require full time use of the land during this time.

LIRR and its contractors agree to indemnify, defend and hold harmless the Town of Hempstead, its agents and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages injuries and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of LIRR or its contractors. It is understood that such indemnity shall survive the termination of this Agreement.

As part of, but without limiting the hold harmless covenant, LIRR and its contractors shall, during the term of this Agreement, carry a comprehensive general liability or property damage insurance in the amount of \$5,000,000 DOLLARS (\$). The Town of Hempstead, its officers, agent and employees shall be named as additional named insured in said policy. A certificate of said insurance shall be filed with the Town of Hempstead before commencement of performance under this MOU. Said insurance shall contain a clause prohibiting cancellation without thirty (30) days' advance notice to the Town of Hempstead.

In order to facilitate the request and use of the park land, the Long Island Rail Road has developed demolition and rehabilitation plans for your review. Reference attached LIRR contract drawing C102B. The triangle will be fully restored after construction based upon this drawing.

TOWN OF HEMPSTEAD

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

METROPOLITAN TRANSPORTATION AUTHORITY - LONG ISLAND RAIL ROAD

BY:  DATE: 3/18/2016  
Jason Dayboch, P.E.  
Project Manager

CASE NO:

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY  
TO EXECUTE AN AGREEMENT WITH LABOR  
EDUCATION AND COMMUNITY SERVICES  
AGENCY, INC.

WHEREAS, the Town currently provides an Employees Assistance program for its employees; and

WHEREAS, it is desired that this Employee Assistance Program be supplemented to provide greater assistance to Town of Hempstead employees; and

WHEREAS, Labor Education and Community Services Agency, Inc. has submitted a proposed contract to the Town of Hempstead Department of Human Resources outlining certain services to be provided to Town of Hempstead employees; and

WHEREAS, it is the recommendation of the Department of Human Resources and it is in the best interest of the Town that this agreement be accepted;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney is hereby authorized to execute the agreement with Labor Education and Community Services Agency, Inc. 390 Rebro Drive, Hauppauge, New York to provide an employee assistance program for the period of April 1, 2016 through September 30, 2016 and that payment for such program be made to Labor Education and Community Services Agency, Inc. in the amount of \$26,000.00 to be paid in two installments of \$13,000.00 from undistributed General Fund, Fees and Services Account No. 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 35

Case # 27868





LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.

AS

Mr. William F. Sammon, Jr.  
Director of Human Services  
Town of Hempstead  
350 Front Street  
Hempstead, NY 11550

March 1, 2016

Dear Mr. Sammon,

I have enclosed a copy of the Service Agreement/ Contract for the provision of EAP services by LECSA to the Town of Hempstead. The contract is for a period of six months from April 1, 2016 through September 30, 2016. There are three original signature pages, one to be returned and two for your records.

We appreciate the support you have given the program over the past year. If you have any questions regarding the contract, please feel free to call us at (631) 348-1170.

Sincerely,

Roger Clayman  
Executive Director

Enc.

**EMPLOYEE ASSISTANCE PROGRAM**

390 RABRO DRIVE, HAUPPAUGE, NEW YORK 11788

(631) 851-1295

FAX (631) 851-1299

[www.lecsa.org](http://www.lecsa.org)



**LABOR EDUCATION & COMMUNITY SERVICE AGENCY, INC.  
EMPLOYEE ASSISTANCE PROGRAM  
390 Rabro Drive  
Hauppauge, New York 11788  
(631) 851-1295  
(631) 851-1299**

**SERVICE AGREEMENT  
BETWEEN:**

**LECSA**

**EMPLOYEE ASSISTANCE PROGRAM**

**AND**

**Town of Hempstead**

**April 1, 2016 – September 30, 2016**

## INTRODUCTION

The Labor Education & Community Services Agency, Inc. (LECSA) proposes to conduct an Employee Assistance Program for the **Town of Hempstead**. The staff at LECSA-EAP regards each employee who calls and/or walks through our doors as an individual, to be treated with respect and dignity.

### LECSA provides...

- Assessment and short-term counseling for employees and management as well as referrals to outside providers.
- Training for management on how to make referrals to the EAP program. This involves training in how to speak with employees to facilitate a productive exchange and prevent counterproductive behavior.

## LECSA'S OBLIGATION TO YOU

We will implement this contract on **April 1, 2016**. In the event that this contract is ever not renewed by the **Town of Hempstead** we will stand by you for 30 days to make sure your employees' treatment is never undermined.

We are not affiliated with any hospitals, insurance companies or treatment centers. This gives us the ability to manage our program independently. We will be available to the employees as well as their family members.

## DELIVERY OF SERVICE

At LECSA, a counselor takes on many roles:

- Providing evaluation, assessment and short term counseling to employees and their family members.
- Linking individuals with existing resources such as therapists, alcohol/other drug treatment programs, self-help groups, financial counseling agencies, and legal services.
- Providing referrals to Social Service agencies for those employees in immediate need.
- Providing guidance regarding how to approach an individual about his/her substance use and getting the individual into the proper treatment program.
- Education about appropriate behaviors to prevent problems from developing in the work environment.

Our counselors are available, if needed, 24 hours a day, seven days a week. Any time a call is not answered by our staff (after hours or on weekends) our live answering service will answer the call. In an emergency, the service is able to get in touch with one of our counselors who will return the call as soon as possible.

We provide a monthly mental health topic article which is sent to a contact person for distribution to the employees and to be posted conspicuously where employees can read it. The newsletter covers a variety of subjects and members are encouraged to call our office if they would like more information on the monthly subject matter.

### HOW TO GET HELP:

**Call our office directly.** Calling the EAP is a positive first step. Your courage and commitment will pay dividends in time. We can explore your options and decide how the EAP can help with issues in your personal life as well as on the job. Family members are also covered by the LECSA-EAP contract.

Whether an employee's needs can be met with just a few sessions or they will require long term treatment will be determined soon after the first call is placed. If an employee would like to come to our office, an appointment will be scheduled as soon as schedules permit. If it is determined at that time that resolution to the problem is possible in 2-3 sessions, the employee will continue to come to our offices. At times a direct referral to an outside provider may be preferable or clinically indicated. This is a decision that is made jointly by our trained staff and the employee.

Our clinicians are licensed social workers with specialty certifications in DOT, SAP requirements, experiential therapy, addictions, and employee assistance.

We will refer only to providers with whom we have established relationships and who participate in the employee's insurance plan. LECSA-EAP only works with providers who are licensed by the State of New York and will be chosen from our list of private practitioners, local mental health clinics, other licensed treatment programs as well as support groups. Before we refer an employee to any practitioner, LECSA has obtained the practitioner's credentials, specialties, training background and malpractice insurance verification. We determine their certifications/specialties, hours of operation and what insurances they accept. We closely monitor this list, edit it often and continually add new providers to it.

## **MANDATED/ADMINISTRATIVE REFERRALS**

If an employee is referred to LECSA-EAP as the result of a positive drug test special productive confrontational approaches are needed. In such cases our clinicians will make full use of their knowledge in the dynamics of substance use. In addition, we have qualified substance abuse professionals (SAP) on staff, as required by the D.O.T.

We also handle other kinds of administrative referrals due to problematic behavior in the workplace, excessive use of sick time, etc.

For DWI cases our assessment specialists are authorized by the NY State Office of Alcoholism and Substance Abuse Services (OASAS) to perform DMV evaluations and referrals.

## **CONFIDENTIALITY**

Your employees are guaranteed to receive confidential services. Our licensed clinical staff members strictly adhere to the Health Information Portability Privacy Act (HIPPA) guidelines, and Federal Confidentiality laws (CFR-42) We act in accordance with town and government regulations to ensure that the privacy of each individual is respected. In order for LECSA to release any confidential information about one of our clients the identified individual must sign consent to release information form which authorizes us to share only the designated specific information with third parties. In cases of extreme emergency (suicidal, homicidal intent) and whenever child abuse is disclosed a signed consent is not required to notify the appropriate authorities.

## **CRISIS OR CATASTROPHE**

We have a track record in working in the aftermath of a crisis. When traumatic events occur we are there with the appropriate support necessary to help employees cope with catastrophic events. We can work with both individuals and entire work units to help resolve anger, fear, blame, shame and guilt. We understand what psychological responses to expect.

## **OUTREACH TO EMPLOYEES**

We will provide orientation for all employees to inform them about their EAP program benefits. We also recommend regular meetings with the Organization Coordinating Committee to assure that your program is running effectively. We will assist the Coordinating Committee with preparation of

written policies/procedures and the development of community resources.

## **REPORTS**

We will provide yearly statistical reports with complete confidentiality (i.e., no employee is identified). If requested, we will provide quarterly statistical reporting.

## **SECURITY**

LECSA will ensure that our personnel comply with all appropriate operational and lawful requirements.

All our employees shall possess for the term of this agreement the necessary qualifications, permits and licenses in order to perform the services required including malpractice and liability insurance.

**Please note: any combination of 5 of the following workshops are available under this contract.**

- **Employee Orientation**
- **Stress Management**
- **Anger Management**
- **Supervisory Training**
- **Sexual Harassment**

### **Summary of LECSA-EAP Services**

- Assessment / Evaluation**  
DOT, SAP Cases, DWI Cases
- Short-Term Treatment**
- Referrals for Long-Term Treatment**
- Chemical Dependency Intervention**
- Case Management Services**
- Social Service Information**
- Supervisory Help**
- Monthly Mental Health Topic Articles**
- Crisis Intervention**
- Orientations**
- Coordinating Committee Assistance**
- Workshops**
- Statistical Reports**

### **COST OF CONTRACT**

The contract will be in effect for six months and the cost for all services for all employees, full-time, part-time, and seasonal will be \$26,000.00.

Payments shall be made in two installments of \$ 13,000.00.

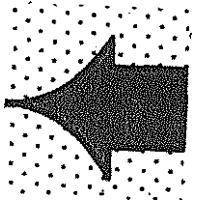
The annual fee covers all clinical services, referrals, management consultation, DOT mandated activities, training, workshops, and record keeping, out-reach materials and advice.



**INDEMNITY CLAUSE**

Lecsa shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.

LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, it's agents, servants or employees.



\_\_\_\_\_  
JOSEPH J. RA  
Town Attorney

\_\_\_\_\_  
Date

**LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.**

*Roger Clayman*  
\_\_\_\_\_  
Roger Clayman,  
Executive Director

*2-3-2016*  
\_\_\_\_\_  
Date

**INDEMNITY CLAUSE**

Lecsa shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.

LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, it's agents, servants or employees.

\_\_\_\_\_  
JOSEPH J. RA  
Town Attorney

\_\_\_\_\_  
Date

**LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.**

  
\_\_\_\_\_  
Roger Clayman,  
Executive Director

\_\_\_\_\_  
2-3-2016  
Date

**Town of Hempstead**  
Department  
of  
**HUMAN RESOURCES**  
350 FRONT STREET, HEMPSTEAD, N.Y. 11550-4037  
(516) 489-5000

**WILLIAM F SAMMON, JR.**  
Director

**CONTRACTOR'S/VENDOR'S NAME  
DISCLOSURE STATEMENT**


1. Contractor's/Vendor's Name: RECSA

Address: 390 Raven W.R.

City and State: Hempstead Ny 11788

2. Contracting Department's Name Kathy Goodman

Address: 390 Raven W.R. Hempstead Ny 11788

3. Payee Identification or Social Security No.: 

4. Type of Business: Not for Profit Corporation: N/A  
Partnership: N/A

5. Table of Organization. List Names and Addresses of all principals, that is, all individuals serving on the Board of Directors or comparable body, names and address of all partners, names and addresses of all corporate officers:

Please See attached

6. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the firm: (If Applicable)

NA

7. Signature: [Signature] Date: 3/1/16

Title: Contractor

LECSA Executive Board  
2016

<u>Name</u>	<u>Union</u>	<u>Address</u>
Richard Hendershot	IBT Local 237	216 West 14 <sup>th</sup> St. New York, NY 10011
Dominick Macchia	IBEW	12 Elmwood Lane Syossett, NY 11791
Gemma deLeon	RWDSU Local 1102	311 Crossway Park Dr. Woodbury, NY 11797
John Durso	RWDSU Local 338	1505 Kellum Place Mineola, NY 11501
Nicholas LaMorte	CSEA Region 1	3 Garret Place Commack, NY 11725
William Hennessey	ILA Local 342	501 William Floyd Pkwy Shirley, NY 11967
Patrick Guidice	IBEW Local 1049	100 Corporate Drive Holtsville, NY 11742
Walter Barton	NALC	630 Broadway Amityville, NY 11701
Richard O'Kane	Nass/Suff Bldg Trades Council	300 Motor Parkway Hauppauge, NY 11788

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO EXECUTE A DEPOSIT PLACEMENT AGREEMENT  
WITH DEPOSITS IN FLUSHING BANK.

WHEREAS, the Flushing Bank has offered to enter into a Deposit Placement Agreement with the Town of Hempstead; and

WHEREAS, pursuant to this agreement as authorized by law the Flushing Bank will redeposit Town deposits, up to the FDIC limit in other destination banking institutions; and

WHEREAS, these redeposits, not to exceed the FDIC limit, fully protects the Town funds; and

WHEREAS, it is in the best interest of the Town of Hempstead to execute this agreement; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the Deposit Placement Agreement with Flushing Bank, 220 RXR Plaza, Uniondale, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

2



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN EXTENSION OF THE INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE TOWN BOARD OF THE TOWN OF HEMPSTEAD ON BEHALF OF THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT (TOGETHER THE "TOWN") AND THE CITY OF LONG BEACH (THE "CITY") FOR THE TOWN S.T.O.P. (STOP THROWING OUT POLLUTANTS) PROGRAM

WHEREAS, the Town of Hempstead has a S.T.O.P. (Stop Throwing Out Pollutants) Program which encourages Town residents to dispose of a wide variety of common household products which may contain toxic or hazardous chemicals in an environmentally responsible manner; and

WHEREAS, pursuant to Resolution 866-2009 adopted July 7, 2009, the City of Long Beach and the Town of Hempstead entered into an Inter-Municipal Agreement to all the City of Long Beach to participate in this program; and

WHEREAS, said agreement was extended pursuant to Resolution 511-2011, Resolution 46-2012 and Resolution 190-2015; and

WHEREAS, the parties are desirous of extending the term of the agreement for an additional two year period; and

WHEREAS, paragraph 14 of said agreement provides that the Inter-Municipal Agreement can be modified, amended; or extended if done so in writing and signed by both parties; and

WHEREAS, it is in the public interest to enter into such an agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor, be and is hereby authorized to execute an extension to the Inter-Municipal Agreement for the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District with the City of Long Beach, for the City of Long Beach's participation in the Town of Hempstead's S.T.O.P. program for the period January 1, 2016 to December 31, 2017; and BE IT FURTHER

RESOLVED, that the City of Long Beach will pay each month seven (7%) percent of the total cost of the S.T.O.P. Program, which includes operating expenses for each S.T.O.P. collection event and an administrative charge of seven (7%) percent of the City's monthly charge as an administrative charge, all monies collected and paid in connection with this Agreement shall be deposited in Town of Hempstead Refuse Disposal District Refuse and Garbage Charge - Other Government Revenue Account #301-006-0301-2376.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item #

38

Case #

17083

THIS AGREEMENT made the      day of                      2016, by and between the TOWN OF HEMPSTEAD (hereinafter the "TOWN") a municipal corporation, having its principal office at 1 Washington Street, Hempstead, New York, on behalf of the TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT (hereinafter referred to as the "DISTRICT"); and the CITY OF LONG BEACH (hereinafter referred to as the "CITY"), a municipal corporation, having its principal office at 1 West Chester Street, Long Beach, New York.

WITNESSETH:

WHEREAS, the Town of Hempstead and the City of Long Beach entered into an agreement dated July 7, 2009 to allow the participation of the City of Long Beach in the Town of Hempstead S.T.O.P. (Stop Throwing Out Pollutants) Program which encourages Town residents to dispose of a wide variety of common household products which may contain toxic or hazardous chemicals in an environmentally responsible manner; and

WHEREAS, the City of Long Beach wishes to continue to participate in this program; and

WHEREAS, the agreement allows the inter municipal agreement to be modified, amended or extended if done so in writing signed by both parties; and

WHEREAS, the agreement was extended for a one year period beginning on January 1, 2011 and ending on December 31, 2011, and then extended for an additional two year period, January 1, 2012 to December 31, 2013, and then extended for an additional two year period January 1, 2014 to December 31, 2015; and

---



WHEREAS. the TOWN and CITY are desirous of extending the agreement for an additional two year period beginning on January 1, 2016 and ending on December 31, 2017; and

WHEREAS, the TOWN and CITY are authorized by law to enter into such an agreement; and

WHEREAS; it is in the best interests of the TOWN to enter into such an agreement;

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. The agreement dated July 7, 2009 shall be extended for an additional period of two years beginning on January 1, 2016 and ending on December 31, 2017.

2. All the remaining provisions of the agreement shall remain in full force and effect and are incorporated by reference.

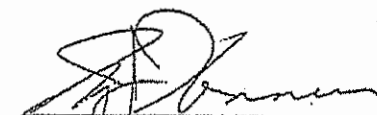
IN WITNESS WHEREOF, the parties have executed this agreement.


TOWN OF HEMPSTEAD on behalf  
of the TOWN OF HEMPSTEAD  
REFUSE DISPOSAL DISTRICT

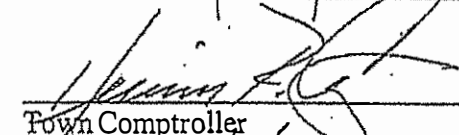
By: \_\_\_\_\_  
Supervisor Anthony J. Santino  
Dated: \_\_\_\_\_

CITY OF LONG BEACH

By: \_\_\_\_\_  
City Manager  
Dated: \_\_\_\_\_ 2/19/16

  
DEPUTY Commissioner of Sanitation  
Dated: 2/26/16

  
Town Attorney  
Dated: 2/26/16

  
Town Comptroller  
Dated: 3/4/16

  
MICHAEL J. ...  
COMPTROLLER ...  
Dated: 3/18/16

January 5, 2016

Item No. 4  
Resolution No. 6/16

The following Resolution was moved by Mr. Mandel  
and seconded by Mr. Eramo

Resolution Authorizing the City Manager to Extend the Current  
Agreement with the Town of Hempstead Department of Sanitation  
"S.T.O.P. Program".

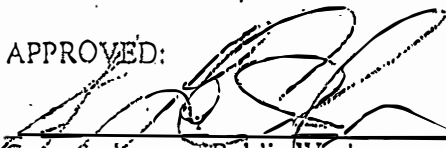
WHEREAS, as per Resolution No. 156/98, duly adopted June 2, 1998 by the City  
Council, the City Manager entered into an agreement with the Town of Hempstead Department  
of Sanitation "S.T.O.P. Program" (Stop Throwing Out Pollutants), providing residents with a  
method to dispose of household convenience products that contain toxic and/or hazardous  
components, i.e., household batteries, kerosene, drain cleaners, fertilizers, oil based paint,  
solvents, paint strippers, tires, swimming pool chemicals, etc.; and

WHEREAS, the City of Long Beach desires to extend this successful program  
through December 31, 2016 at a cost of 7% of all costs associated with operations at each STOP  
collection site, approximately \$35,000.00 annually;

NOW, THEREFORE be it

RESOLVED, by the City Council of the City of Long Beach, New York that the  
City Manager be and he hereby is authorized to extend the current agreement with the Town of  
Hempstead Department of Sanitation S.T.O.P. Program, ending December 31, 2016, to provide  
residents with a method to dispose of household convenience products that contain toxic and/or  
hazardous components, at a cost of 7% of all costs associated with operations at each STOP  
collection site, not to exceed a total cost of \$35,000.00 annually, to be paid to the Town of  
Hempstead. Funds are available in Account No. A8710.54440 (Conservation-Recycling  
Contracted Services).

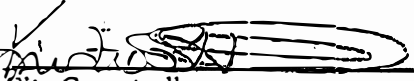
APPROVED:

  
Commissioner of Public Works

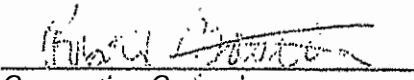
APPROVED AS TO ADMINISTRATION:

  
City Manager

APPROVED AS TO FUNDS:

  
City Comptroller

APPROVED AS TO FORM & LEGALITY:

  
Corporation Counsel

VOTING:

Council Member Eramo	-	AYE
Council Member Goggin	-	ABSENT
Council Member Mandel	-	AYE
Council Member Moore	-	AYE
President Torres	-	AYE

THIS AGREEMENT made the      day of                      2016, by and between the TOWN OF HEMPSTEAD (hereinafter the "TOWN") a municipal corporation, having its principal office at 1 Washington Street, Hempstead, New York, on behalf of the TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT (hereinafter referred to as the "DISTRICT"); and the CITY OF LONG BEACH (hereinafter referred to as the "CITY"), a municipal corporation, having its principal office at 1 West Chester Street, Long Beach, New York.

**WITNESSETH:**

WHEREAS, the Town of Hempstead and the City of Long Beach entered into an agreement dated July 7, 2009 to allow the participation of the City of Long Beach in the Town of Hempstead S.T.O.P. (Stop Throwing Out Pollutants) Program which encourages Town residents to dispose of a wide variety of common household products which may contain toxic or hazardous chemicals in an environmentally responsible manner; and

WHEREAS, the City of Long Beach wishes to continue to participate in this program; and

WHEREAS, the agreement allows the inter municipal agreement to be modified, amended or extended if done so in writing signed by both parties; and

WHEREAS, the agreement was extended for a one year period beginning on January 1, 2011 and ending on December 31, 2011, and then extended for an additional two year period, January 1, 2012 to December 31, 2013, and then extended for an additional two year period January 1, 2014 to December 31, 2015; and

WHEREAS, the TOWN and CITY are desirous of extending the agreement for an additional two year period beginning on January 1, 2016 and ending on December 31, 2017; and

WHEREAS, the TOWN and CITY are authorized by law to enter into such an agreement; and

WHEREAS, it is in the best interests of the TOWN to enter into such an agreement;

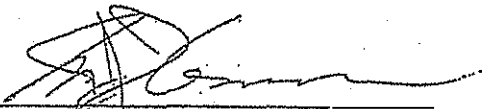
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1. The agreement dated July 7, 2009 shall be extended for an additional period of two years beginning on January 1, 2016 and ending on December 31, 2017.

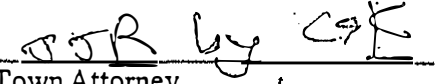
2. All the remaining provisions of the agreement shall remain in full force and effect and are incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this agreement.


TOWN OF HEMPSTEAD on behalf  
of the TOWN OF HEMPSTEAD  
REFUSE DISPOSAL DISTRICT


  
Deputy Commissioner of Sanitation  
Dated: 2/26/16

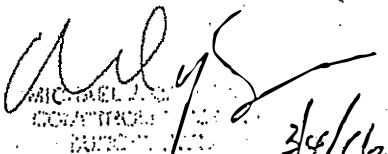
By: \_\_\_\_\_  
Supervisor Anthony J. Santino  
Dated: \_\_\_\_\_

  
Town Attorney  
Dated: 2/28/16

CITY OF LONG BEACH

  
Town Comptroller  
Dated: 3/4/16

By:   
City Manager  
Dated: 2/19/16

  
MICHAEL J. ...  
TOWN OF HEMPSTEAD  
Dated: 3/4/16

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF  
MAINTENANCE FOR TOWN OWNED COPIERS

WHEREAS, the Director of Purchasing Division, Office of Comptroller, on behalf of various Town Departments, advertised for competitive sealed bids for the Maintenance for Town Owned Copiers for the term commencing Upon Award for two (2) years; and

WHEREAS, the following one (1) response was submitted by All County Business Solutions Corp. pursuant to said advertisement, was examined, reviewed and summarized by the Director of Purchasing as follows:

ALL COUNTY BUSINESS MACHINES CORP.  
60 W. Jericho Turnpike  
Syosset, NY 11791  
TEL. # (516) 921-4660  
FAX # (516) 921-9148  
CASH DISCOUNT: 5%

LOCATION OF MACHINES & DESCRIPTION

CONSERVATION & WATERWAYS

ADMINISTRATION BUILDING  
LIDO BOULEVARD,  
POINT LOOKOUT, NY

MINOLTA D1251, SERIAL #31763406, BYPASS FEED, 2 DRAWER PAPER TRAYS	
ANNUAL COST FOR 1 <sup>ST</sup> YEAR	\$816.00
ANNUAL COST FOR 2 <sup>ND</sup> YEAR	\$ 873.00
COST PER COPY EXCEEDING ANNUAL USAGE	.0225
ANNUAL NUMBER OF COPIES	42,000

RECEIVER OF TAXES

200 NORTH FRANKLIN STREET  
HEMPSTEAD, NY

MINOLTA EPI030, SERIAL #44276, AUTOFEED, ENLARGER/REDUCER	
ANNUAL COST FOR 1 <sup>ST</sup> YEAR	\$125.00
ANNUAL COST FOR 2 <sup>ND</sup> YEAR	\$149.00
COST PER COPY EXCEEDING ANNUAL USAGE	.055
ANNUAL NUMBER OF COPIES	2,400

Prices include service, labor, and all parts (drums, roller blades, etc.).

WHEREAS, that All County Business Machines Corp. will furnish the Town of Hempstead with a Performance Bond in the amount of \$2,500.00 within ten (10) working days after notification of award; and

WHEREAS, that each Town department will be billed individually, one year at a time, with a claim form accompanying each individual billing. No combined billing will be accepted; and

WHEREAS, the Director of Purchasing after reviewing the bid from All County Business Machines Corp., 60 W. Jericho Turnpike, Syosset, NY 11791, (5% cash discount) recommends the acceptance of said bid in accordance with Contract #10-2016 at the rates and conditions herein set forth for the Maintenance for Town Owned Copiers as fair and reasonable and that the bidder appears to be duly qualified; and

NOW, THEREFORE BE IT

RESOLVED, that the bid submitted by All County Business Machines Corp., 60 W. Jericho Turnpike, Syosset, NY 11791, as described above, be accepted 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:

Rem #

39

Case #

11776

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AMENDING CONTRACT AND AUTHORIZING  
FINAL PAYMENT FOR THE REPLACEMENT OF THE  
HOT AIR FURNACES, ECHO PARK POOL COMPLEX,  
WEST HEMPSTEAD, NY (PW #26-13)

WHEREAS, the Town Board on April 8<sup>th</sup>, 2014 adopted Resolution  
No. 449-2014, awarding a contract to Rocon Plumbing & Heating Corp. 16  
First Street, Garden City Park, NY 11040 for The Replacement of the Hot  
Air Furnaces, Echo Park Pool Complex, West Hempstead, NY, in the amount of  
\$574,000.00; and

WHEREAS, due to unforeseen conditions and circumstances since  
encountered, it was necessary for the Commissioner of the Department of  
Parks and Recreation to effectuate additional items of work as indicated  
below:

Additional Items of Work		
Change Order No.	Description	Amount
1.	Labor and materials to perform the electrical work required to have the system ready for operation. Price as provided in original Contract Book.	\$44,000.00
2.	Labor and materials to install a new elevated slab 16" above the existing slab in the mechanical room to eliminate standing water.	\$7,820.00
3.	Labor and materials to clean the entire concrete heating duct below the pool deck. Existing ducts were full of debris.	\$5,526.80
4.	Labor and materials to purchase from Manufacturer and install 24 lockable handles.	\$4,998.00
5.	Labor and materials to furnish and install 3 new SS fire dampers and access door in SS ductwork. Also, 2 motorized dampers with the new AHU's #1&2. All control wiring and testing as required by Nassau County Fire Marshall.	\$24,548.00
6.	Credit to the Town of Hempstead for allowance amount included in original contract price.	(-\$10,000.00)
	Total	\$76,892.80

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

WHEREAS, the Commissioner of the Department of Parks and Recreation  
has advised the Town Board that the additional items of work referenced  
above will result in an increase of \$76,892.80 in the original contract  
price with Rocon Plumbing & Heating Corp.; and

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

Item #

40

Case #

16905

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to amend the contract price with Rocon Plumbing & Heating Corp. to reflect the above described additional items of work, necessary for the proper completion of the contract for The Replacement of the Hot Air Furnaces, Echo Park Pool Complex, West Hempstead, NY resulting in a final total contract price of \$650,892.80; and

BE IT FURTHER

RESOLVED, that the Supervisor be and is hereby authorized to make the final contract installment payment to Rocon Plumbing & Heating Corp. in the amount of \$114,817.30 (reflecting the amended contract price of \$650,892.80 less the amount of \$536,075.50 previously paid); said amount to be paid from Account Number 8604-509-8604-5010.

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 ROADWORK AHEAD, INC. FOR WORK  
REQUIRED IN THE COMPLETION OF THE CONTRACT FOR 2015  
PEDESTRIAN ACCESS RAMP INSTALLATION PROGRAM TOWN OF  
HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 44-14

WHEREAS, Roadwork Ahead, Inc. 2186 Kirby Lane, Syosset, New York  
11791, had been awarded a contract for the 2015 Pedestrian Access Ramp Installation  
Program, 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 CONTRACT ITEMS

<u>Item #</u>	<u>Quantity</u>		<u>Unit Price</u>
26C	26 LF	Cement Concrete Curb @.....	30.00 / LF
27	190 SF	Concrete Sidewalk @.....	6.00 / SF
27MCR	8 EA	4" Conc. SW.Mono. "T" Ramps @.....	1,000.00 / EA
28MCR-L	38 EA	6" Conc. SW. Mono.Curb Ramps (L) @...	1,500.00 / EA

DECREASES IN CONTRACT ITEMS

2X	10 CY	Unclassified Excavation @ .....	25.00 / CY
5C	10 CY	Selected Fill @.....	25.00 / CY
7	100 SY	Prepare Fine Grade @.....	5.00 / SY
22CX-M-2	15 Tons	Dense Grade Base Asphalt/ Concrete @.....	100.00 / Tons
24SS	100 LF	Cement Concrete Gutter @.....	10.00 / LF
26SS	10 LF	Cement Conc. Curb & Gutter @.....	40.00 / LF
27SS-MW	100 SF	Remove & Replace Masonry Walk@.....	10.00 / SF
28MCR	39 EA	6" Conc. SW.Mono. Curb Ramps @.....	1,500.00 / EA
36E	10 Tons	Asphalt Concrete Type 1AC @.....	180.00 / Tons
58SS-1	250 LF	Saw Cut Existing Concrete @.....	2.00 / LF
58SS-2	100 LF	Saw Cut Existing Asphalt @ .....	2.00 / LF
200SS-1	1 SY	Topsoil & Seed @.....	20.00 / SY
200SS-2	1 SY	Topsoil & Sod @.....	20.00 / SY
398	10 CY	Dense Graded Aggregate Base @.....	40.00 / CY

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 the less the decreases in certain contract items  
will result in an increase of \$580.00 in the contract price of the improvement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to pay  
Roadwork Ahead, Inc., the total amended contract price of \$207,370.00 and to amend the

Item #

4.1

Case #

21364



contract to reflect the above described increases and decreases in certain contract items necessary for the proper completion of 2015 Pedestrian Access Ramp Installation Program, 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:

Council offered the following resolution and moved its adoption:

RESOLUTION AMENDING CONTRACT AND AUTHORIZING FINAL PAYMENT TO A.I.I. ALLEN INDUSTRIES, INC. FOR WORK REQUIRED IN THE COMPLETION OF THE CONTRACT FOR ROAD IMPROVEMENT AND WATER MAIN INSTALLATION, INWOOD AVENUE, POINT LOOKOUT, IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK. PW# 32-14

WHEREAS, A.I.I. Allen Industries, Inc., 510 Broadway, Amityville, New York, 11701, had been awarded a contract for the Road Improvement and Water Main Installation, Inwood Avenue, Point Lookout, Town Of Hempstead; and

WHEREAS, it was determined during the course of construction that increases and decreases in quantities of certain contract items 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, at the unit or lump sum prices as noted as follows:

INCREASES IN CERTAIN CONTRACT ITEMS

Table with 4 columns: Item #, Quantity, Description, Unit Price. Lists items like Tree Removal, Unclassified Excavation, Cement Concrete Curb, etc.

DECREASES IN CERTAIN CONTRACT ITEMS

Table with 4 columns: Item #, Quantity, Description, Unit Price. Lists items like Tree Removal, Change Elev.M.H & Drop Inlet, Concrete Curb & Gutter, etc.

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

Handwritten signatures and case number: Case# 29,184

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 \$48,048.20 in the contract price of the improvement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to pay A.I.I. Allen Industries, Inc. the total amended contract price of \$1,215,788.20 and to amend the contract to reflect the above described increases and decreases in certain contract items necessary for the proper completion of Road Improvement And Water Main Installation, Inwood Avenue, Point Lookout, Town of Hempstead, which monies is to be paid out of Water Capital Improvement Lido/Point Lookout Water District: Water Capital Improvement \$180,000.00 from Acct.# 8554-507-8554-5010, \$231,668.00 Acct.# 8563-507-8563-5010, Town Highway Capital Improvement Funds \$804,120.20 Account # 9534-503-9534-5010

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 AWARDING PURCHASE CONTRACT #105-2015 FOR THE YEARLY REQUIRMENTS FOR DELIVERY, ACCEPTANCE AND DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS COLLECTED BY THE TOWN OF HEMPSTEAD

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for Delivery, Acceptance and Disposal of Construction and Demolition Debris Collected By the Town of Hempstead; and

WHEREAS, said bids were received and opened on December 17, 2015 with the following results:

<u>Name and Address of Bidder</u>	<u>Bid Proposal Amount</u>
Westbury Paper Stock Corp. 173 School Street Westbury, New York 11590	Item 1 - \$75.95 per ton Option 1 - \$74.50 per ton
Liotta Brothers Recycling Corp. 3966 Long Beach Road Island Park, New York 11558	Item 1 - \$78.00 per ton Option 1 - \$69.00 per ton
Winter Brothers Hauling of L.I., LLC 1198 Prospect Avenue Westbury, New York 11590	Item 1 - \$88.50 per ton Option 1 - \$77.50 per ton

WHEREAS, for purposes of this bid the following applies:

Item 1 - Removal and disposal of construction and demolition debris from the Merrick and Oceanside Transfer Stations to the contractor's facility;

Option 1 - Removal and disposal of construction and demolition debris delivered directly to the contractor's disposal site, which must be located in the Town of Hempstead or be within 15 miles of the town borders; and

WHEREAS, the bid specifications indicated the award was to be made to the low bid for Item 1; and

WHEREAS, it was determined that Westbury Paper Stock Corp., 173 School Street, Westbury, New York 11590 was the low bidder for Item 1 and thereafter, the Department of Sanitation negotiated with Westbury Paper Stock Corp. for a reduction in price for Item 1 resulting in additional cost savings for the residents of the Town of Hempstead; and

WHEREAS, the negotiated price for Item 1 is now \$75.50; and

WHEREAS, the initial term of the award shall be upon award of the contract to December 31, 2016 which will constitute Year 1 for purposes of the contract; and

Item #

43

Case #

17083

WHEREAS, the contract may be extended upon mutual agreement for two additional years in one year increments; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor, be and is hereby authorized to award Purchase Contract #105-2015 for the Yearly Requirements for Delivery, Acceptance and Disposal of Construction and Demolition Debris Collected By the Town of Hempstead to Westbury Paper Stock Corp., 173 School Street, Westbury, New York 11590 for Item 1 solely; and

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract shall be paid out of Refuse Disposal District Contract Disposal Fees Account #301-006-0301-4570.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*



# Westbury Paper Stock Corp.

*recycling for our future...*

January 7, 2016

VIA REGULAR MAIL

Mr. John Conroy  
Superintendent of Sanitation  
Town of Hempstead Dept. of Sanitation  
1600 Merrick Road  
Merrick, NY 11566

RE: Construction and Demolition Removal Proposal

Dear Superintendent Conroy:

Westbury Paper Stock Corp. submitted a C&D Bid on December 17, 2015 for the Town's consideration. At this time, we would offer to the Town the following reduced rates, in consideration of the elimination of our proposed 1% cash discount, provided the Town continues timely payments. In addition, we are formally waiving the requirement for a one-ton minimum, as indicated in our bid document for the delivery to our Westbury, New York facility.

As such, the price to pickup at Merrick or Oceanside shall be amended for the first year of the Contract to reflect a reduced price of \$75.50 per ton and delivery to our facility in Westbury shall reflect a reduced price of \$68.50 per ton.

Please incorporate this correspondence in your bid review, as we feel it is a significant savings from our already lowest responsible proposal.

Please feel free to call me should you have any questions or comments. Thank you.

Sincerely,

Evelyn Core  
President

EC:jrm

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P.O. Box 833 • Westbury, New York 11590  
(516) 333-5415 • Fax (516) 997-5114

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CONTRACT NO. 105-2015  
 OPENING DATE AT 11:00 A.M.:  
 THURSDAY, DECEMBER 17, 2015



PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE DIRECTOR OF PURCHASING NO LATER THAN 11:00 A.M. ON THE OPENING DATE. LATE PROPOSALS WILL NOT BE CONSIDERED.

**CONTRACT PROPOSAL**  
**TOWN OF HEMPSTEAD - STATE OF NEW YORK**  
 FOR BIDS TO BE RECEIVED AND OPENED IN THE OFFICE OF

YEARLY REQUIREMENTS FOR:

DIRECTOR OF PURCHASING  
 350 Front Street - Room 122  
 Hempstead, New York 11550-4037

DELIVERY, ACCEPTANCE & DISPOSAL OF CONSTRUCTION & DEMOLITION DEBRIS COLLECTED BY THE TOWN OF HEMPSTEAD, AS PER SPECIFICATIONS.

The undersigned bidder affirms and declares that he/she has carefully examined the advertised invitation for bids, the general specifications and detailed specifications, and certifies that this proposal is signed with full knowledge and acceptance of all the provisions thereof and offers and agrees, if this bid is accepted within 10 days from the date of opening of bids to furnish any or all items upon which prices are hereinafter quoted in the quantities and at the prices bid. All prices must include delivery charges. Delivery to be made within 10 days after receipt of order or orders during the contract period FROM UPON AWARD

TO DECEMBER 31, 2016

Cash Discount of one (1%) per cent will be allowed for prompt payment within 20 business days.

Westbury Paper, Stock Corp. - 173 School St., Westbury, NY 11590

(Name of Bidder) Westbury Paper, Stock Corp. (Address)  
 (Corporate Seal) [Signature] Title General Counsel Name Anthony E. Core  
 (Signature of Bidder) [Redacted] (Print or type name of signer)  
 Telephone No. 516 333-5415  
 Fax No. 516 333-9302

**BIDDER'S SIGNATURE SHOULD BE ACKNOWLEDGED BELOW.**

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ ss.:  
 On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
 before me personally appeared \_\_\_\_\_  
 to me known and known to be ( the individual described in ) \*  
 ( a member of the firm of \_\_\_\_\_  
 the firm described in ) and who executed the within instrument, and  
 ( he/she ) ( each and everyone of them severally ) duly acknowledged that  
 \_\_\_\_\_ he/she \_\_\_\_\_ executed the same ( as and for the act and deed of  
 said firm ).

\*Notary: X out parts of acknowledgement which do not apply.

Notary Public, County of \_\_\_\_\_ State of \_\_\_\_\_  
 (FOR INDIVIDUAL(S), FIRM OR PARTNERSHIP)

STATE OF New York  
 COUNTY OF Nassau ss.:  
 On this 16th day of December 2015,  
 before me, the subscriber, personally came Anthony E. Core  
 to me known, who being by me duly sworn did depose and say that he/she resides in 5408 81st  
New York; that he/she is the General Counsel of  
WPS the corporation described in and which executed the above instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

[Signature] Notary Public, State of New York  
 No. D1146076401  
 Notary Public, County of Nassau State of New York  
 Commission Expires June 24, 2018

Item No.	DETAILED SPECIFICATIONS	Approximate Quantity	Unit	TO BE INSERTED BY BIDDER	
				Unit Price	Amount
	The make, grade or brand on which your bid is based must be stated opposite each item.  <b>DELIVERY, ACCEPTANCE AND DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS COLLECTED BY THE TOWN OF HEMPSTEAD IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND CONDITIONS.</b>				
ac/					

**MAIL PROPOSALS EARLY. ALLOW TIME FOR UNAVOIDABLE DELAYS THAT MAY OCCUR.**

**CONDITIONS**

- (1) A SUBSTITUTE FOR THE PRODUCT SPECIFIED WILL BE CONSIDERED IN ALL CASES EXCEPT WHEN OTHERWISE STATED. THE BIDDER MUST SUBMIT WITH THE BID SATISFACTORY PROOF THAT ANY SUBSTITUTE OFFERED IS EQUAL TO THE STANDARD SPECIFIED.
- (2) All bid prices must include delivery within doors unless Town specifies otherwise.
- (3) No charge shall be made for boxing or packing.
- (4) Use this form.
- (5) Director of Purchasing reserves the right to reject any or all bids and to award by items, by groups of items, or as a whole.
- (6) Issuance of Town Purchase Order constitutes acceptance of bid. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS ATTACHED HERETO.

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. PRICES: The provisions of the New York State Fair Trade Law (Fold-Crawford Act) and the federal price discrimination law (Robinson-Palman Act) do not apply to purchases made by the Town. DO NOT INCLUDE FEDERAL, STATE OR OTHER TAXES IN BID PRICES.

Item No.	DETAILED SPECIFICATIONS	Approximate Quantity	Unit	TO BE INSERTED BY BIDDER	
				Unit Price	Amount
	<p>The make, grade or brand on which your bid is based must be stated opposite each item.</p> <p>Specifications attached (24 pgs).</p> <p><b>NOTE:</b> Prevailing Wage Rate Schedule is not required for this Project per NYS Department of Labor.</p> <p>THE TOWN BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITIES IN THE BIDS RECEIVED, AND TO ACCEPT THE BID MOST FAVORABLE TO THE INTEREST OF THE TOWN, AFTER ALL BIDS HAVE BEEN EXAMINED AND CHECKED.</p> <p>For further information contact John Conroy @ (516) 378-4210, ext. #6313.</p> <p>W-9 Request for Taxpayer Identification Number &amp; Certification Form (attached) must be filled out and returned with the bid.</p> <p>ONLY ONE BID PER BIDDER WILL BE CONSIDERED. IF MULTIPLE BIDS ARE RECEIVED FROM ONE BIDDER, THEN ALL BIDS FROM THE BIDDER WILL BE CONSIDERED INVALID AND UNACCEPTABLE.</p> <p>ATTENTION VETERANS: You may have certain rights under Section 162 of the New York State Finance Law in connection with public contracts for the purchase of commodities or provision of services. Specifically, this law may authorize acceptance of a bid submitted by a "qualified veteran's workshop" provided that the bid shall not exceed the lowest responsible bid by greater than 15%. It is incumbent on you to submit all required documentation to the Town, demonstrating your qualification for treatment under that Section. You should consult your attorney to determine your qualification for treatment under this provision.</p> <p>BIDDERS MUST SUBMIT TWO(2) COMPLETE BID PACKAGES WITH RESPONSE (ONE ORIGINAL AND ONE COPY) INCLUDING ALL BROCHURES, IF ANY.</p>				

ac/

DO NOT INCLUDE FEDERAL, STATE OR OTHER TAXES IN BID PRICES.



CONDITIONS

1. Delivery is requested within thirty (30) days. However, bid will be considered for delivery within a longer period of time. An early delivery date will be one of the determining factors in making the Award.
2. The items listed herein must be delivered, as and when specified in the bid; or as specified by bidder. Do not submit a bid for any article which you cannot definitely furnish out of your stock on hand, or produce or protect and obtain through your sources of supply for delivery, as stated in the bid, or as specified by bidder.
3. No alteration, erasure or addition is to be made in the typewritten or printed matter.
4. Any deviations from the specifications must be specifically stated at the time of bidding, and same shall be made in writing and made a part of the bid.
5. Prices and information required, except signature of bidder, must be typewritten, or written in ink. All signatures must be handwritten. Facsimile, printed or typewritten signatures are not acceptable.
6. Bid must be signed in ink by owner, partner or corporate officer.
7. The Director of Purchasing reserves the right to make Award by items or groups or classes of items, or as a whole.
8. Bid price shall include delivery within doors of:  

TOWN OF HEMPSTEAD  
MERRICK TRANSFER STATION  
1600 MERRICK ROAD  
MERRICK, NEW YORK 11-566
9. No Federal, State or Municipal Sales and Excise taxes shall be quoted or charged. The Town is exempt from such taxes. An exemption certificate will be furnished, upon request.
10. Cash discount, if offered, must be for a minimum of 20 BUSINESS DAYS in order for it to be a determining factor in making the Award.
11. All prices quoted must be "per unit", as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
12. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. Bid shall be submitted in the envelope furnished, and properly sealed.
13. Protection from claim against "Or Equal": In the event of any claim by any unsuccessful bidder, concerning or relating to the issue of "equal or better", or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claim, or claims, and agrees to hold the Town of Hempstead free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.
14. ALL BIDS MAY BE REVIEWED AT BID OPENING. THEREAFTER, NO REVIEWS, INQUIRIES OR RESULTS OF BIDS WILL BE PERMITTED UNTIL AWARD HAS BEEN MADE.
15. Failure to comply with any of the above instructions shall operate as a condition upon which the bid may be rejected.

# Document A310<sup>TM</sup> - 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Westbury Paper Stock Corp.  
173 School Street  
Westbury, NY 11590

### SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company  
60 East 42nd St., Suite 1800  
New York, NY 10165  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Town of Hempstead - State of New York  
350 Front Street, Room 122  
Hempstead, NY 11550

60 East 42nd St., Suite 1800  
New York, NY 10165

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ \$10,000 Ten Thousand Dollars and 00/100

### PROJECT:

(Name, location or address, and Project number, if any)

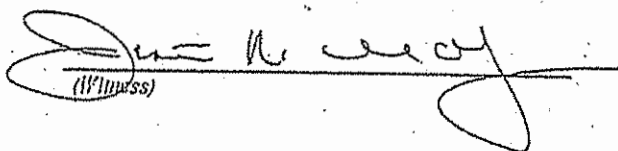
Delivery, Acceptance and Disposal of Construction and Demolition Debris Collected by the Town of Hempstead

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension exceeding sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conflict with statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond is as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of December, 2015.

  
(Principal)

Westbury Paper Stock Corp.

(Principal)

(Seal)

By:

(Title)

Berkley Insurance Company

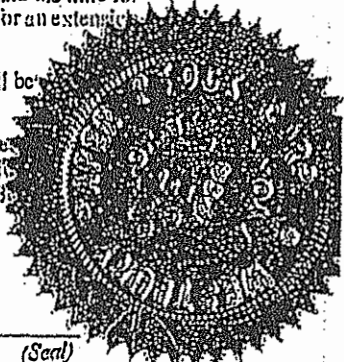
(Surety)

(Seal)

By:

(Title) Susan Lupski

Attorney-in-Fact



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Thomas Bean; Gerard S. Macholz; Robert T. Pearson; Susan Lupski; Rita Sagistano; George O. Brewster; Colette R. Chisholm; Vincent A. Walsh; Desiree Cardlin; or Mia Woor-Warren of Alliant Insurance Services, Inc. of Uniondale, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further  
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further  
RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further  
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15<sup>th</sup> day of July, 2015.

Attest:  
By Ira S. Lederman  
Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company:  
By Jeffrey M. Hafter  
Jeffrey M. Hafter  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 15<sup>th</sup> day of July, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaker  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this DEC 09 day of 2015

(Seal)

Andrew Tuma  
Andrew Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

Or

email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

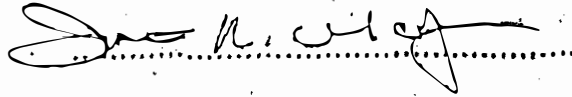
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ACKNOWLEDGEMENT OF PRINCIPAL - IF A CORPORATION

STATE OF New York } SS  
COUNTY OF NASSAU }

On this 11th day of Dec, 2015 before me personally appeared Anthony E. Cole to be known, who, being by me duly sworn, did depose and say; that he/she resides at in Syosset, N.Y.; that he/she is the General Counsel of Westway Paper Stock Corp the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Justine R. Mackey  
Notary Public, State of New York  
No. 01MA6076401  
Qualified in Nassau County  
My Commission Expires June 24, 2018



ACKNOWLEDGEMENT FOR PRINCIPAL, IF LIMITED LIABILITY COMPANY

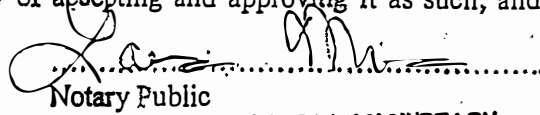
STATE OF .....} SS  
COUNTY OF .....

On this ..... day of ..... before me personally appeared ..... to me known and known to me to be the ..... of ..... a Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York } SS  
COUNTY OF Nassau }

On this December 9, 2015, before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County State of New York at he/she is the Attorney-In-Fact of the Berkley Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Berkley Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

  
Notary Public

LAURAJEAN MURTAGH  
Notary Public, State of New York  
No. 01MUG319758  
Qualified in Nassau County  
Commission Expires 02/23/2019

NY acknowledgment

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET  
DECEMBER 31, 2014  
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	9,004,607
Common & Preferred Stocks		3,452,533
Cash & Short Term Investments		612,654
Premiums Receivable		1,243,791
Other Assets		<u>2,620,530</u>
<u>Total Admitted Assets</u>	\$	<u>16,934,115</u>

Liabilities & Surplus

Loss & LAE Reserves	\$	8,549,094
Unearned Premium Reserves		2,339,839
Other Liabilities		<u>607,992</u>
<u>Total Liabilities</u>	\$	<u>11,496,925</u>

Capital Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,797,997
Unassigned Surplus		<u>2,596,183</u>

<u>Total Policyholders' Surplus</u>	\$	<u>5,437,190</u>
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<u>Total Liabilities &amp; Surplus</u>	\$	<u>16,934,115</u>
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Officers:

President: W. Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,  
(Chairman)  
W. Robert Berkley, Jr.  
Eugene George Ballard  
Paul James Hancock  
Carol Josephine LaPunzina  
Ira Seth Lederman  
C. Fred Madsen



# CERTIFICATE OF LIABILITY INSURANCE

WESTB-1 OP ID: TG

DATE(MM/DD/YYYY)  
04/14/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSIGHT COMPANIES INC. 225 Old Country Road No Wing Melville, NY 11747 John R. Keane	Phone: 631-393-0500 Fax: 631-393-0505	CONTACT NAME: Selma Miller PHONE (A/C No. Ext): 631-393-0500 FAX (A/C No.): 631-393-0505 EMAIL ADDRESS: SMiller@Insightins.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Westbury Paper Stock Corp. PO Box 833 Westbury, NY 11590	INSURER A: New Hampshire Insurance Co.	NAIC #: 23841
	INSURER B: Granite State Insurance Co	23809
	INSURER C: Travelers Indemnity Company	26658
	INSURER D: State Insurance Fund	36102
	INSURER E: First Re-Habilitation Ins. Co.	81434

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	INCL. SUBS. (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC. <input checked="" type="checkbox"/> LOC		02LX0117405082	04/01/15	04/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01CA0190491412	04/01/15	04/01/16	LUMBIHELD SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-10N87310-15-NF	04/01/15	04/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N/A	CERTIFICATE TO BE ISSUED FROM STATE INSURANCE FU	12/31/14	12/31/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH. PR E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Disability		DBL400009	01/01/13		NYS Stat

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER  Evidence of Insurance	EVIDENC.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 	

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## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
 See Specific Instructions on page 2.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Westbury Paper Stocks Corp.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)           
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions)           
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any)           
 Exemption from FATCA reporting code (if any)           
(Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)  
173 School Street - 1st Floor

6. City, state, and ZIP code  
Westbury New York 11590

7. List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
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OR								
<table border="1" style="width: 100%; height: 30px;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here          Signature of U.S. person          Date 12/16/2015

**General Instructions.**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## Form W-9 (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected, taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. TIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8. Instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further classification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and file "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

<sup>5</sup> Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.fto.gov/idtheft](http://www.fto.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

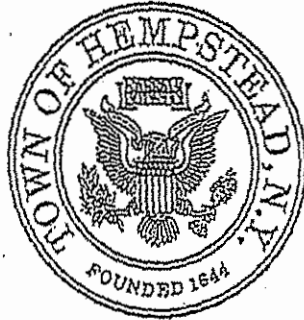
**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payees must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONTRACT #105-2015

# TOWN OF HEMPSTEAD

DEPARTMENT OF SANITATION  
NASSAU COUNTY, NEW YORK



CONTRACT AND SPECIFICATIONS FOR

## DELIVERY, ACCEPTANCE AND DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS COLLECTED BY THE TOWN OF HEMPSTEAD

KATE MURRAY, SUPERVISOR

### COUNCIL MEMBERS

ANTHONY J. SANTINO  
EDWARD A. AMBROSINO

DOROTHY L. GOOSBY  
BRUCE BLAKEMAN

GARY WUDIS  
ERIN KING SWEENEY

NASRIN G. AHMAD  
TOWN CLERK

DONALD X. CLAVIN, JR.  
RECEIVER OF TAXES

LOUIS DIGRAZIA, COMMISSIONER OF SANITATION

Each bid must be accompanied by a bidder's bond or certified check made payable to the Town of Hempstead in the amount \$10,000 insuring to the benefit of the Town of Hempstead, assure the entering of the successful bidder into an acceptable contract:

The Town reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids, which, in the opinion of the Town, are unbalanced, shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

#### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion,
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- (4) That all requirements of law including mandatory provisions as to non-collusive bidding have been complied with.

#### WAIVER OF IMMUNITY

Pursuant to the provisions of Chapter 605 of the laws of 1959, as amended, if any person when called to testify before a grand jury concerning any transaction or contract with the State of New York, or a political subdivision thereof, or a public authority, or a public department, agency or official of any of the foregoing, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, then, any such person, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards, or entering into any contract with any municipal corporation or department or agency or official thereof. If such person refused to sign a waiver of immunity or to answer any relevant question as aforesaid, then this contract may be canceled or terminated by the TOWN OF HEMPSTEAD without the Town incurring any penalty or damages by virtue of such cancellation or termination.

## INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Town of Hempstead Department of Sanitation Project:

TRANSFER & DISPOSAL OF CONSTRUCTION  
AND DEMOLITION DEBRIS

2. FORM

Each proposal shall be made on the Proposal Form attached hereto.

3. DELIVERY OF PROPOSALS

This entire specification and proposal form must be returned in a SEALED envelope. Proposals shall be delivered by the time and place stipulated in the Advertisement and Notice to Bidders. Bid proposals shall be addressed to:

Town of Hempstead  
Gary Parisi, Director of Purchasing  
350 Front Street  
Hempstead, New York 11550

4. TAXES

Do not include Federal, State and other taxes in bid price. The Town of Hempstead is exempt from payment of sales tax pursuant to Sec. 1116 of the Tax Laws of the State of New York.

The successful bidder shall take necessary steps to eliminate the sales tax on purchases to be used under this contract and any projected sales tax expense shall not be included in the bid submitted. If for any reason the successful bidder is legally unable to secure a sales tax exemption, upon proof of payment, the disbursement of the successful bidder will be added to the contract price and will be reimbursed with the final payment.

5. BID SECURITY

Each proposal from a Contractor shall be accompanied by a bid bond or certified check on a solvent bank of the State of New York, in the amount of \$10,000. Such check shall be made payable to the Town of Hempstead and the amount thereof shall be the measure of liquidated damages which the Town may sustain by the failure, neglect or refusal of the bidder to execute and deliver the contract, within ten (10) days after written notification of award, should the contract be awarded to him. All such bid deposits, except those of the three lowest bidders, shall be returned as soon as practicable, by certified mail. Bid deposits of the three lowest bidders will be returned upon the rejection of bids or the signing of the contract; but in no case shall the Town retain them more than sixty (60) days.

6. QUALIFICATIONS OF BIDDERS

- (A) The Town reserves the right to reject any and all bids which do not conform to the proposals, or upon which the bidders do not comply with requirements of the Town as to their qualifications.
- (B) All bidders must prove to the satisfaction of the Town that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work, and that they have performed and completed successfully similar work to an extent which, in the opinion of the Town, will qualify them by experience to complete successfully the work proposed.
- (C) In determining the qualifications of a bidder, the Town will consider his record in the performance of any contracts entered into by him for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request.  
(See "Experience Questionnaire").
- (D) The Town shall be the sole judge on the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, material men or employees is not satisfactory to the Town, or if the evidence submitted by or the investigation of such bidders fails to satisfy the Town that he is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

7. EXAMINATION OF BID DOCUMENTS AND FAMILIARITY OF SITE

Before submitting a proposal, all bidders must satisfy themselves by personal examination of the specifications and other bid documents, shall visit the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of a proposal dispute such estimate or assert that there was any misunderstanding in regard to the depth or character of excavation to be made or the nature of the work to be done.

8. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Commissioner of Sanitation a written request for an interpretation thereof. The Commissioner of Sanitation shall furnish the prospective bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidders responsibility. Oral answers will not be binding on the Purchaser. Contact Louis DiGrazia, Commissioner of Sanitation at (516) 378-4210-ext. 6306 with any questions.

9. ADDENDUM

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

10. MODIFICATIONS

Proposals shall not contain any recapitulation of the work to be done. Modifications, exceptions or oral proposals will not be considered.

11. CORRECTIONS

Erasures or other corrections in the bid proposal must be initialed by the person signing the bid proposal.

12. WITHDRAWAL

Pursuant to Section 105 of the General Municipal Law of the State of New York, a bidder may withdraw his bid at any time prior to the scheduled time for the opening of the bids. However, once the bids have been opened, no bidder may withdraw his bid for a period of forty-five (45) days from the date of opening of the bids.

13. SUBLETTING OR ASSIGNING THE CONTRACT

No contractor to whom any contract shall be let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation unless authorized by the Town.

The Contractor shall perform with his own organization all work required under this contract. His own organization shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators.

14. MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to make more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

15. RIGHT TO REJECT BIDS

The Town reserves the right to reject any and all bids and to waive any informality in the bids received, and to accept the bid most favorable to the interest of the owner, after all bids have been examined and checked.



Contact Louis DiGrazia, Commissioner of Sanitation at (516) 378-4210 ext. 6306 with any questions.

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16. EXECUTION

If the Town does not execute the Contract within forty-five (45) days after the receipt of bids, the obligation of the Bidder under this proposal may terminate at his option and he shall thereupon be entitled to a refund of his certified check or release of his bid bond furnished by him as security with his proposal.

17. BID AWARD

The Town reserves the right to award this bid to one or more responsible bidders.

18. BID REJECTION

The Town reserves the right to reject any and all bids and to waive any informality in the bids received and to accept the bid most favorable to the interest of the Town after all bids have been received.

19. BIDDER REJECTION DUE TO ARREARAGE IN PAYMENTS DUE AND OWING TO THE TOWN

The bidder whose proposal has been accepted must, upon execution of this contract, warrant and affirm that he is not in arrears or in default on any debt, obligation, contract or taxes due and owing to the Town of Hempstead and its various taxing jurisdictions. A bid submitted by a bidder who is in arrears or default will be rejected. Additionally, a bid submitted by a bidder who has caused another party to be in default or arrears on any debt, obligation, contract or taxes due and owing to the Town of Hempstead because of said bidder shall be rejected.

20. PERFORMANCE BOND

The successful bidder shall be required to provide a Performance Bond in the amount of One Hundred Thousand Dollars (\$100,000) which, bond is to remain in force throughout the term of the Contract. Such bond is to be executed by a surety company acceptable to the Town, or bond secured by collateral security or securities approved by the Town.

21. INSURANCE REQUIREMENTS

The Contractor shall be required to furnish the Town of Hempstead with policies of Comprehensive Public Liability Insurance, indemnifying the Town of Hempstead in the amount not less than One Million Dollars (\$1,000,000.00) Bodily Injury for any one person and Three Million Dollars (\$3,000,000.00) for any one accident and not less than One Million Dollars (\$1,000,000.00) Property Damage for each occurrence, a Five Million Dollar (\$5,000,000.00) excess or umbrella public liability policy and shall also provide a Certificate of Automobile Liability Insurance, indemnifying the Town of Hempstead in an amount not less than One Million Dollars (\$1,000,000.00) Bodily

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19. TERM OF CONTRACT

The Town proposes the following contract period:  
Contract Term (Initial Term) shall begin on Award of the Contract by the Town and end on December 31, 2016

Injury each person and not less than Five Hundred Thousand Dollars (\$500,000.00) Property Damages for each accident, which policy shall have been endorsed to include as additional insured, the Town of Hempstead and shall also include an endorsement thereon, holding harmless the Town for any and all earned premium. The Contractor shall also provide the Town of Hempstead with a Certificate of Workmen's Compensation Insurance and proof of Disability Insurance. See complete insurance specification within.

22. TERM OF CONTRACT

The Town proposes the following contract period:

Contract Term (Initial Term) shall begin on Award of the Contract by the Town and end on December 31, 2016

23. EXTENSION OF CONTRACT

The Town of Hempstead at their sole option may offer a two (2) - one (1) year extensions to the contract. Said extension must be agreed upon by both parties.

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## GENERAL CONDITIONS

### 1. PURPOSE

The Town of Hempstead is seeking to engage the services of Contractor(s) to remove and/or dispose of construction and demolition debris from the Merrick Waste Management Facility, 1600 Merrick Road, Merrick, New York and the Oceanside Waste Management Facility, 3737 Long Beach Road, Oceanside, New York to the Contractors disposal facilities. The contract also requests pricing for material disposal only as the Town intends to haul a percentage of materials directly to the Contractors facility.

### 2. DEFINITIONS

The Definitions utilized in this specification shall be as set forth in Section 128 of the Code of the Town of Hempstead and the Sanitation Rules and Regulations as set by the Commissioner.

Additional Definitions are:

1. Commissioner: shall mean the Commissioner of Sanitation for the Town of Hempstead.
2. Contractor: shall mean the Person, firm, corporation, awarded this Contract by the Town and as such is authorized to perform these specified services.
3. Department of Sanitation: shall mean the Town of Hempstead Department of Sanitation.
4. Force Majeure: shall mean Acts of God, including earthquakes, floods, cyclones, or other cataclysmic phenomena; riot; insurrection or other cases beyond reasonable control of the Contractor.
5. Hazardous Waste: any chemical, compound, mixture, substance or article that is defined as a hazardous substance pursuant to 6 NYCRR Part 371 et seq., and subject to special generation and handling regulations at the point of collection by the New York State Department of Environmental Conservation. Hazardous Waste is not subject to collection under this Contract.

The definition for Construction and Demolition Debris for this contract is: uncontaminated solid waste resulting from the construction, remodeling, repair and demolition of utilities, and structures.

Such waste includes, but is not limited to:

Wood (including painted, treated and coated wood and wood products), wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roof coverings, glass, plastics that are not sealed in a manner that conceals other wastes, empty

## GENERAL CONDITIONS

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Such waste includes, but is not limited to:

Wood (including painted, treated and coated wood and wood products), wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roof coverings, glass, plastics that are not sealed in a manner that conceals other wastes, empty buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above.

buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above.

3. GENERAL OPERATIONS

The Town receives construction and demolition debris at its Merrick facility from residents, contractors and other town departments on a daily basis. The Town operates the transfer station with its own personnel and equipment. The Town supervises dumping.

Under this contract the Town shall contact the Contractor when there is enough stockpiled material on site to be picked up and disposed. The Town will load Contractor's trailers, trucks, roll-off containers etc. as necessary. The Contractor shall then deliver to the Contractor's licensed disposal sites.

Contractor will provide any necessary supervision of his employees or sub-contractors. The movement of vehicles on the property of the designated loading sites or, the directing to a particular weigh-scale, and the issuance of weigh-scale tickets will be under the management and control of the Town.

4. WEIGHING AND PAYMENT

The Town operates certified truck scales at both Waste Management Facilities. The Town will issue a computer generated transfer ticket with each final load. Contractor will be paid based on the net weight indicated on the ticket at the unit price per ton. The Town, at its option, may use a "gross tare-net" weigh system or an "in-out" weighing system to determine net weight. Contractor will be responsible for the amount of material to be loaded, transported and disposed of. The Town will not be responsible for overweight vehicles.

Contractor will submit a claim monthly, in arrears, and will be paid within forty-five days of claim approval.

5. DISPOSAL FEES

The Town will pay the unit price bid to the awarded contract based on the net weight from the Town's truck scale. For all material delivered by the Town to the Contractor's facility a weight ticket will be generated at the Town facility. A copy of that ticket will be submitted by the driver to the Contractor's scale house. Both weight tickets (Town's & Contractor's) are to be submitted with Contractor's monthly invoice. The unit price bid shall include all labor, equipment, trucks, fuel, overhead, profit, and all other related costs to the contractor.

6. PAYMENTS TO CONTRACTOR

The Contractor shall submit to the Commissioner no later than the first week of the month, an invoice for a payment for the work performed the preceding calendar month.



## GENERAL OPERATIONS

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Contractor will submit a claim monthly, in arrears, and will be paid within forty-five days of claim approval.

## DISPOSAL FEES

All disposal fees shall be included in each item.

## PAYMENTS TO CONTRACTOR

The Contractor shall submit to the Commissioner no later than the first week of the month, an invoice for a payment for the work performed the preceding calendar month.

The payment submittal shall include the required disposal receipts and summary report for the preceding month.

## CONTRACTOR EMPLOYEES

In the performance of this Contract, the contractor shall remain in compliance with the New York State Labor Laws. The New York State Department of Labor has determined that a Prevailing Rate Schedule is not required for this project.

The payment submittal shall include the required disposal receipts and summary report for the preceding month.

7. CONTRACTOR EMPLOYEES

In the performance of this Contract, the contractor shall remain in compliance with the New York State Labor Laws. The New York State Department of Labor has determined that a Prevailing Rate Schedule is not required for this project.

8. LABOR, WAGES AND EQUAL EMPLOYMENT

The Contractor agrees that no laborer, operator, chauffeur, driver or mechanic in the employ of the Contractor for this work contemplated by this Contract, shall be permitted or required to work normally more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in cases where the Town determines that there is an extraordinary emergency caused by an Act of God or danger to life or property.

In accordance with the provisions of Section 220-B of the Labor Law, the Contractor agrees as follows:

- a) That in the hiring of employees for the performance of work under this contract or any subcontract thereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- b) That no Contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, or national origin;
- c) That there may be deducted from the amount payable to the Contractor by the Town under this Contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and;
- d) That this Contract may be canceled or terminated by the Town, and all monies due, or to become due, hereunder may be forfeited; for a second or any subsequent violation of the terms or conditions of this Contract.

This Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law is complied with. The Contractor will also comply with all findings and requests of the New York State Commission for Human Rights.

## LABOR, WAGES AND EQUAL EMPLOYMENT

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In accordance with the provisions of Section 220-E of the Labor Law, the Contractor agrees as follows:

- a) That in the hiring of employees for the performance of work under this contract or any subcontract thereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- b) That no Contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, or national origin;
- c) That there may be deducted from the amount payable to the Contractor by the Town under this Contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and;
- d) That this Contract may be canceled or terminated by the Town, and all monies due, or to become due, hereunder may be forfeited; for a second or any subsequent violation of the terms or conditions of this Contract.

This Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law is complied with. The Contractor will also comply with all findings and requests of the New York State Commission for Human Rights.

9. HOURS OF OPERATION OF TRANSFER STATION

The Transfer Station is open from 7:00 a.m. to 4:00 p.m., Monday through Friday and 7:00 a.m. to 3:00 p.m. on Saturday. These hours are subject to change at the discretion of the Commissioner of Sanitation.

10. WORK OUTSIDE OF NORMAL BUSINESS HOURS

If the actions of the Contractor to supply a sufficient number of trailers results in extended hours and additional costs to the Town, as determined by the Commissioner, the Town will back-charge the Contractor the hourly wage of the employee due to the failure of the Contractor to provide a sufficient number of trailers.

All charges will be deducted as a credit from the monthly invoice submitted by the Contractor.

11. SITE VISITATION AND DESCRIPTION OF FACILITY

It is recommended that before submitting a proposal the Contractor visit both the Merrick and Oceanside Transfer Stations in order to properly understand the Town's operations. Please contact Superintendent John Conroy at (516) 378-4210 Extension 6313 to arrange the visit.

12. DISCLAIMER

The Town, at the direction of the Commissioner of Sanitation, shall reserve the right to make operational changes at its discretion without recourse.

13. INDEMNIFICATIONS

The Contractor agrees to defend, indemnify and hold harmless, the Town, the Town of Hempstead Refuse Disposal District, and its agents and employees against any and all claims, suits or liability which might arise in connection with this agreement. The Contractor shall further defend, indemnify and hold harmless, the Town, the Town of Hempstead Refuse Disposal District and its agents, employees from any and all claims, suits, or liabilities that might arise as a result of transporting, depositing, disposing, processing, storing, or use of the waste as defined herein.

14. LICENSES AND PERMITS

The Contractor shall conduct his operations in accordance with the requirements of the New York State Department of Environmental Conservation (NYSDEC) and the New York State Department of Transportation (NYSDOT) and all other regulatory agencies having jurisdiction.

The Contractor will submit copies of all permits prior to starting work on this contract.

SAFETY

The Contractor agrees to perform all operations associated with this agreement in a safe manner in accordance with Federal, State and Local laws, rules and regulations.

HOLIDAYS

The Town of Hempstead observes the following holidays:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Martin Luther King Day |
| President's Day        | Memorial Day           |
| Independence Day       | Labor Day              |
| Columbus Day           | Thanksgiving Day       |
| Day after Thanksgiving | Veteran's Day          |
| Christmas Day          |                        |

RESTROOM FACILITIES

The Town will make available restroom facilities for use of the Contractor.

BACKHAULING

The United States Department of Transportation has issued advanced notice regarding the adoption of regulations for the Sanitary Food Transportation Act of 1990. Vehicles used in transporting municipal solid waste under this contract shall not be used for transporting food or clothing. The Contractor must notify the Town of the nature of any backhaul that is contemplated.

BID AWARD

The Town reserves the right to award this bid to one or more responsible bidders.

BID REJECTION

The Town reserves the right to reject any and all bids and to waive any informality in the bids received and to accept the bid most favorable to the interest of the Town after all bids have been received.

BIDDER REJECTION DUE TO ARREARAGE IN PAYMENTS DUE AND OWING TO THE TOWN

The bidder whose proposal has been accepted must, upon execution of this contract, warrant and affirm that he is not in arrears or in default on any debt, obligation, contract or taxes due and owing to the Town of Hempstead and its various taxing jurisdictions. A bid submitted by a bidder who is in arrears or default will be rejected. Additionally, a bid submitted by a bidder who has caused another party to be in default or arrears on any debt, obligation, contract or taxes due and owing to the Town of Hempstead because of said bidder shall be rejected.

SALESTAX.

The New York Sales Tax Law has been amended to exempt from sales and use taxes, imposed under Article Twenty-Eight and pursuant to Article Twenty-Nine thereof, the sale or use of tangible personal property incorporated in structures, buildings, or real property owned by exempt organizations.

The Town of Hempstead is an exempt organization and tangible personal property to become an integral component part of this project is not subject to Sales Tax in accordance with Paragraph Fifteen of Subdivision (a) of Section Eleven Hundred Fifteen of the Tax Law, amended February 20, 1974.

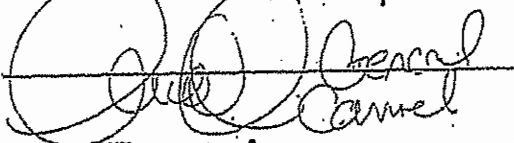
PROPOSAL

TRANSFER & DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS

FROM: Westbury Paper stock DATE: December 17, 2015  
COVP.

173 school street 1<sup>st</sup> floor

Westbury, NY 11590

  
General Carmel

TO: Town of Hempstead  
Hempstead, New York 11550

The undersigned declares that (he, they) (is, are) the only (person, persons) interested in the proposal and that (his, their) bid is made in good faith and without collusion or connection with any other person bidding for the same work. The undersigned further represents that (he, they) (is, are) complying with all requirements of New York State Law, including but not limited to those sections of the law regulating non-collusive bidding.

The undersigned declares that he/she has carefully examined and fully understands the Form of Contract, Specifications and the Form of Proposal, and he/she hereby proposes to furnish the equipment, implements, and incidentals and to furnish labor and to do such work as per Proposal adopted by the Town for the Collection and Disposal of Solid Waste within the Bellerose Terrace Collection Area for the Town of Hempstead Department of Sanitation in accordance with the procedures, details and representations and exceptions in his/her accompanying proposal. ?

The Form of Proposal contained herein shall be used in making out bids. Any proposal not in accordance with these instructions or containing bids not asked for may be rejected. No proposal will be received from any Bidder unless he is known to be skilled in work of a similar nature to that covered by this proposal.

PROPOSAL - CONT'D

Item #	Est. Quantity	DESCRIPTION OF ITEM	TOTAL AMOUNT (Est. Qty x Unit Price)
1	10,000 tons	Removal and disposal of construction & demolition debris from the Merrick and Oceanside Transfer Stations to Contractor's facility  \$ <u>75.95</u> per ton (unit price in figures)  <u>Seventy Five Dollars and Ninety Five Cents</u> per ton (unit price in words)	759,500.00
Option 1	10,000 tons	Removal and disposal of construction & demolition debris delivered directly to Contractor's facility.  Only locations in the Town of Hempstead or within fifteen (15) miles of the Town boundary will be accepted. *  \$ <u>74.50</u> per ton (unit price in figures)  <u>Seventy Four Dollars and 50 Cents</u> per ton (unit price in words)	745,000.00

The bid award will be based on Item 1.

\* Facility is located at 7 Portland Ave, Westbury, New York and has a minimum load requirement of 1 ton per truck.



NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion,
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- (4) That all requirements of law including mandatory provisions as to non-collusive bidding have been complied with.

WAIVER OF IMMUNITY

Pursuant to the provisions of Chapter 605 of the laws of 1959, as amended, if any person when called to testify before a grand jury concerning any transaction or contract with the State of New York, or a political subdivision thereof, or a public authority, or a public department, agency or official of any of the foregoing, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, then, any such person, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards, or entering into any contract with any municipal corporation or department or agency or official thereof. If such person refused to sign a waiver of immunity or to answer any relevant question as aforesaid, then this contract may be canceled or terminated by the TOWN OF HEMPSTEAD without the Town incurring any penalty or damages by virtue of such cancellation or termination.

BIDDER: Westbury Paper Stock Corp.

BIDDER'S ADDRESS: 173 School St, 1st floor, Westbury, NY 11590

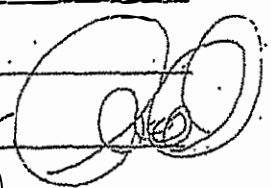
BIDDER'S F.E.I.N.: [REDACTED]

BIDDER'S TELEPHONE (DAY): 516 333-5415

(NIGHT): Same

(EMERGENCY): same

FAX NUMBER: 516 333 - 9302

SIGNED BY: ~~Evelyn Core~~ - Anthony E. Core 

TITLE: ~~President~~ General Counsel

DATE: 12.16.15

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME & TITLE	ADDRESS
Evelyn Core, President, 674 Salisbury Pl. Dr. Westbury, NY	
Core 2009 Family Trust, SH - c/o 173 School St, Westbury, NY	
Estate of Angela Fazzari, SH - c/o 173 School St, Westbury, NY	
Anthony E. Core General Counsel 535 Split Rock Rd Syosset NY	

NAME OF BIDDER:

Westbury Paper Stock Corp.

BUSINESS ADDRESS OF

BIDDER: 173 School St - 1<sup>st</sup> floor

Westbury, NY 11590

DATED AT: Westbury NY THE 17<sup>th</sup> DAY  
OF December, 2015

DO NOT REMOVE THESE PROPOSAL PAGES FROM THE BOOK

ADDENDUM

IN MAKING THIS PROPOSAL THE BIDDER HEREBY DECLARES THE ADDENDA ISSUED BY THE TOWN OF HEMPSTEAD HAVE BEEN RECEIVED BY THEM, AND THAT ALL PROVISIONS THEREOF HAVE BEEN COMPLIED WITH IN PREPARING HIS BID:

ADDENDA RECEIVED:

<u>NO.</u>	<u>DATE OF ADDENDA</u>	<u>DATE RECEIVED</u>
_____	_____	_____
_____	None	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BY:   
(SIGNED)

DATE: 12.17.15

TITLE: ~~President~~ General Counsel

EXPERIENCE QUESTIONNAIRE

All bidders must complete and fully answer all questions contained in this form and submit same with their Bid Proposal. Supplements, which may be submitted, should be referenced to page number of this proposal.

Submitted to: Town of Hempstead Department of Sanitation

Bidders Name Westbury Paper Stock Corp.  
(Corporation, Partnership)

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

SUBMITTED BY: Westbury Paper Stock Corp.  
Corporation / Co-Partnership / Individual

PRINCIPAL BUSINESS ADDRESS:

173 School St, 1st floor  
Westbury, NY 11590

TELEPHONE NUMBER: 516-333-5415

IF A CORPORATION, WHEN INCORPORATED? 1964

PRINCIPAL OFFICERS:

TITLE      NAME      ADDRESS

President Evelyn Core - 674 Salisbury Pk Dr, Westbury, NY

Vice President

Secretary Emmedio Fazzini - 1911 Valentinus Rd.

Treasurer Westbury, NY 11590

General Counsel Anthony E. Core 535 Spurrick Rd Syosset NY 11791

1. How many years has your organization been in business under its present business name?  
over 50 years
2. You normally perform what percent of the work with your own forces? 90 %

3. Have you ever failed to complete any work awarded to you?

If so, note where and why.

NO.

4. List the major solid waste disposal projects your organization has underway at this date:

<u>PROJECT</u>	<u>OWNER</u>	<u>CONTRACT AMOUNT</u>
C+D	Town of Hempstead	516 378-4210 - 6313 EXT
waste Hauling	Town of Hempstead	516 378-4210 - 6313

5. List three major solid waste disposal projects your organization has completed in the past five years:

<u>PROJECT</u>	<u>OWNER</u>	<u>CONTRACT AMOUNT</u>
Town of Hempstead		30,000/m
Omni Recycling		50,000/m
Simon Malls		100,000/y

6. List the solid waste disposal experience of the principal individuals of your organization (particularly the anticipated project supervisors):

<u>Individual's Name</u>	<u>Present Position</u>	<u>Years of Experience</u>	<u>In What Capacity</u>
<u>Evelyn Core</u>	<u>President</u>	<u>over 40 yrs.</u>	<u>President - SM</u>
<u>Emedio Fazzini</u>	<u>Secretary</u>	<u>over 50 yrs.</u>	<u>Officer</u>
<u>Anthony E. Cole</u>	<u>General Counsel</u>	<u>over 35 yrs</u>	<u>GC + other</u>

7. Do you have, or can you obtain, sufficient individuals and equipment to commence work when required and complete the work within the Contract Time? Yes
8. Do you hold a current Town of Hempstead Private Carter's License? Yes  
If yes, please indicate License Number: \_\_\_\_\_
9. Was a license, issued by any other jurisdiction, ever revoked or suspended, etc.?

If so please explain:

NO

10. Bank References:

Capital One Bank

11. Give name and address of surety company from whom your Performance Bond will be obtained:

Alliant - 333 Earle Livingston Blvd, 7th floor  
Uniondale, NY

10. Trade Association Membership:

None

11. Describe equipment make, model, year that you intend to purchase, lease, currently own that you intend to utilize for the purposes of this contract:

Please see Equipment List  
Current Equipment used for TDH

12. Identify location at which equipment will be maintained, serviced and stored at night in the performance of this contract. Additionally advise if this equipment will be used for other contracts and where those contracts are located;

172 School Street, Westbury, NY 11590



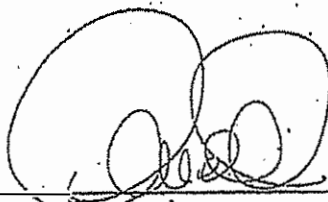
Date: 12.16.15

Westbury Paper Stock Corp.

(Name of Organization)

By: ~~Edward Cone~~ Anthony E Cone

~~President~~ General Counsel  
(Title of Person Signing)

  
(Signature)

STATE OF NEW YORK:)

ss:

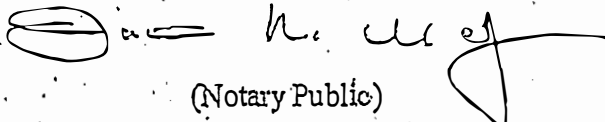
COUNTY OF Nassau

Anthony E Cone  
~~Edward Cone~~

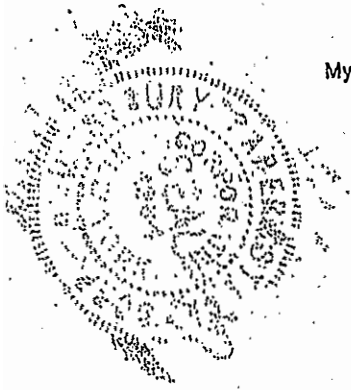
, being duly sworn, deposes and says that he is the General Counsel of the corporation and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this

16th day  
of December 2015

  
(Notary Public)

Justine R. Mackey  
Notary Public, State of New York  
No. 01MA6076401  
Qualified in Nassau County 18  
My Commission Expires June 24, 2018



Patricia Mezeul  
Executive Vice President  
Director of Government Banking

220 RXR Plaza  
Uniondale, New York 11556

January 26, 2016

Mr. Kevin Conroy  
Administrator  
Town of Hempstead  
350 Front Street  
Hempstead, NY 11550

Dear Mr. Conroy:

Enclosed please find the documentation that is required to enroll in the ICS<sup>®</sup>, Insured Cash Sweep<sup>®</sup>, service\* with Flushing Bank. The documents included are listed below:

- Deposit Placement Agreement
- Custodial Agreement Template
- Insured Cash Sweep (ICS) Public Entity Information Form
- Insured Cash Sweep (ICS) Public Entity Transaction Request Form

The process for utilizing the ICS, Insured Cash Sweep, service is described below:

The Insured Cash Sweep service\* provides for expanded FDIC coverage for funds placed into money market deposit accounts; ICS savings option (up to six program withdrawals per month). In order to utilize ICS, the Village must include this type of collateral in its investment policy and provide a copy to Flushing Bank.

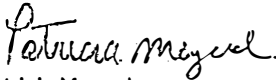
Funds deposited through the ICS service are divided into amounts under the standard FDIC insurance maximum of \$250,000 and placed in deposit accounts at multiple banks. As a result, you can access coverage from many institutions while working directly with only one -- Flushing Bank -- and receiving just one regular statement. Any funds in your Flushing Bank account will continue to be covered via Securities.

Please note this is just an overview of the ICS service and does not constitute legal or financial advice; you and your advisors should fully review the service.

Kindly return the signed originals along with a copy of the Village's Investment Policy in the envelope provided. Copies of all fully executed documents will be returned for your records. At that time we will also provide instructions on how to transfer funds in and out of the ICS savings account, and to view balances through the ICS control panel online portal.

If you have any questions, please feel free to contact me at 516-281-1150.

Sincerely,



Patricia Mezeul

Enclosures

Flushing Bank is a registered trademark

\* Placement of your funds through the ICS<sup>®</sup> service is subject to terms, conditions, and disclosures set forth in the agreements you enter into with us, including the ICS Deposit Placement Agreement. Limits and customer eligibility criteria apply. Program withdrawals are limited to six per month when using the ICS savings option. If you are subject to restrictions with respect to the placement of funds in depository institutions, it is your responsibility to determine whether the placement of your funds through ICS or a particular ICS option or transaction satisfies those restrictions. Insured Cash Sweep and ICS are registered service marks of Promontory Interfinancial Network, LLC.

MEMBER  
FDIC

**FLUSHING**  
Commercial • Business • Consumer Bank



## Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "Agreement") with Flushing Bank ("we" or "us"). This Agreement states the terms and conditions on which we (as your "Relationship Institution") will endeavor to place funds into deposit accounts at receiving depository institutions (each a "Destination Institution") from a transaction account with us into which you (the "Depositor") have deposited funds for such placement (the "Transaction Account"). The Destination Institutions will be depository institutions at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to maximum deposit insurance amounts.

We will endeavor to place your funds at Destination Institutions using ICS<sup>®</sup>, the Insured Cash Sweep<sup>®</sup> service of Promontory Interfinancial Network, LLC ("Promontory"). The amount of your funds that we place in the deposit accounts that have been established for the placement of your funds at Destination Institutions (each a "Deposit Account") will not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), currently \$250,000, at any one Destination Institution.

We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("DCP"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Each Deposit Account at a Destination Institution in which your funds will be placed will be a money market deposit account ("MMDA"). You are permitted up to six withdrawals per month:

### 1. Your Relationship With Us

#### 1.1. Agency and Custodial Relationship

(a) We will act as your agent in placing your funds in Deposit Accounts through ICS and, under our separate custodial agreement with you (the "Custodial Agreement"), as your custodian for the Deposit Accounts. We will not act as your investment adviser, and we will have no obligation to advise you of alternative investments. The Bank of New York Mellon ("BNY Mellon") will act as our sub-custodian, settlement agent, reconciliation agent, and recordkeeper. BNY Mellon will also act as recordkeeper for Destination Institutions at which your Deposit Accounts are established, maintaining certain deposit account records for those Destination Institutions.

(b) Each Deposit Account (i) will be recorded on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) will be recorded on the records of BNY Mellon in our name, as your custodian, and (iii) will be recorded on our records in your

name, all in a manner that will permit the Deposit Account to be FDIC-insured to the same extent as if you held it directly with the Destination Institution. For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, your Deposit Accounts and all your security entitlements and other related interests and assets with respect to your Deposit Accounts, and we will treat you as entitled to exercise the rights that comprise your Deposit Accounts. All interests that we hold with respect to your Deposit Accounts are held by us solely as your securities intermediary and are not our property. You are and will remain the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

(c) As further described below, on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "Business Day"), our proposed allocation of your funds to Destination Institutions will be available to you in advance on the DCP to approve or reject. We have entered into an agreement with Promontory to use the ICS service in connection with such allocations. In using ICS, we will adhere to Promontory's policies and procedures. Promontory is not your agent or custodian, however, and it is not responsible for placement of your funds or custody of your Deposit Accounts.

#### 1.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer your Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that your ownership of the Deposit Account will be recorded in your name on the books of the Destination Institution. We will endeavor to cause any such request that we receive from you to be promptly forwarded to the Destination Institution. Each Destination Institution at which your funds may be placed has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded in your name on the books of a Destination Institution pursuant to Section 1.2(a), (i) you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will no longer be able to enforce your rights in the Deposit Account against the Destination Institution through us, and (ii) the interest rate applicable to the Deposit Account will be the interest rate that the Destination Institution establishes, which may be lower than an interest rate that we might have established.

### 2. Your Deposits at Destination Institutions

#### 2.1. The Deposit Accounts and the Interest Rate

(a) Each of your Deposit Accounts, including the principal balance and the accrued interest, will be a deposit obligation of the Destination Institution at which the Deposit Account has been established and will not be an obligation of Promontory, BNY Mellon, or

us. We, as your custodian, will maintain on our books and records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "ICS Custodial Account"). We may permit you to have multiple ICS Custodial Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with an ICS Custodial Account. Having multiple ICS Custodial Accounts or multiple Transaction Accounts will not expand the FDIC Insurance coverage available to you in a single Insurable capacity.

(b) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "Interest Rate"). We do not offer or promise you any particular Interest Rate. In particular, we do not promise you that an Interest Rate will be any particular rate or that an interest rate that may be effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(c) The Destination Institutions have agreed that interest on your Deposit Accounts will accrue and compound daily at the applicable Interest Rate and will be credited to principal at least once each month. Payment of the full amount of all accrued interest with respect to a Deposit Account at a Destination Institution will be solely the responsibility of, and solely enforceable against, that Destination Institution. We will have no indebtedness to you for any such amount.

(d) In accordance with federal regulations, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

## 2.2. Balances and Statements

(a) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "Program Balance") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution for each ICS Custodial Account, as of the settlement of payments to and from ICS participating institutions through BNY Mellon ("ICS Settlement") for the preceding Business Day or, after completion of ICS Settlement on a Business Day, for that Business Day.

(b) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "Statement Period Yield"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(c) The account information available on the DCP as described in Section 2.2(a), and the periodic statements described in Section 2.2(b), will be your record of your Deposit Accounts.

## 3. Program Deposits and Program Withdrawals

### 3.1. Triggering Events

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds at ICS Settlement from the Transaction Account to the Deposit Accounts (a "Program Deposit") or a transfer of funds at ICS Settlement from the Deposit Accounts to the Transaction Account (a "Program Withdrawal").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "Triggering Event") may be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

### 3.2. Program Deposits

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs. Schedule 2 to this Agreement contains important information regarding the status of funds in the Transaction Account.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in the next subsection, a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the next Business Day (a "Regular Program Deposit").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the same Business Day (a "Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "Same-Day Deposit Cutoff Time"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

(e) There is no per-month limit on the number of permitted Program Deposits.

### 3.3. Program Withdrawals

(a) Subject to the other terms and conditions of this Agreement, a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS

Settlement the next Business Day (a "Regular Program Withdrawal"). If the Triggering Event occurs on the last Business Day of a month, the Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit.

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the same Business Day (a "Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "Same-Day Withdrawal Cutoff Time"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(c) Program Withdrawals are limited as follows:

(i) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Transaction Account associated with the ICS Custodial Account.

(ii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iii) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(iv) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

#### 3.4. Program Withdrawal Advances; Security Interest

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 3.4(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) If a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program

Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

#### 3.5. Excess Program Withdrawals

(a) The consequences of exceeding the limit of six Program Withdrawals are as follows:

(i) So long as you have not exceeded the limit of six Program Withdrawals in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account.

(ii) If you have exceeded the limit of six Program Withdrawals in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months.

(b) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Transaction Account pursuant to Section 3.5(a), no Program Deposits will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

#### 4. Daily Allocation and Depositor Control

##### 4.1. Daily Allocation; Review and Consent

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and

funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 4.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the Important Information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

#### 4.2. Destination Institution Exclusions

(a) We will not allocate your funds to any Destination Institution that is on your then-effective list of exclusions from eligibility to receive your funds through ICS (your "List of Exclusions").

(b) You may enter the name of any depository institution on your List of Exclusions in Schedule 4 to this Agreement. An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory's CDARS® service, and you have provided the same taxpayer identification number to us for purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

#### 4.3. Depositor Control Panel

(a) Promontory will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

#### 4.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions.

that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

## 5. FDIC Insurance Considerations

### 5.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include individual accounts, joint accounts, and individual retirement accounts. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate taxpayer identification number ("TIN") does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We may use your TIN to identify you, and we place your funds on the understanding that you are not depositing funds for placement under more than one TIN in the same insurable capacity.

(b) Your deposits in the Transaction Account, alone or when aggregated with your other deposits with us in the same insurable capacity, may exceed the SMDIA. Schedule 2 describes measures you should take if you cannot accept risks associated with uninsured deposits in the Transaction Account.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC

regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of your Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails. The FDIC could also require you to provide additional documentation.

### 5.2. *Deposit Insurance Payments*

(a) If deposit insurance payments become necessary for one of your Deposit Accounts, the FDIC is required to pay the principal amount plus accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on deposits from the time a Destination Institution closes until insurance payments are received. As an alternative to making a direct insurance payment, the FDIC may transfer the deposits of an insolvent institution to a solvent institution. The solvent institution may change the interest rate on a deposit, subject to your right to withdraw the funds.

(b) We will notify you if we receive a deposit insurance payment from the FDIC with respect to your Deposit Account at a failed Destination Institution. Should we receive a deposit insurance payment with respect to your Deposit Account at a failed Destination Institution, we will place the amount of the payment in one or more Deposit Accounts at Destination Institutions pursuant to the deposit placement procedures set forth in this Agreement, subject to the other terms and conditions of this Agreement, including Section 3.4.

(c) In general, if an insured depository institution is closed, the FDIC is required by law to pay the insured deposits "as soon as possible," either by cash or by transferring the deposit to a new insured depository institution. It is possible, however, that an insurance payment could be delayed. We will not be obligated to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment, and we will not be obligated to advance funds with respect to any such payment.

### 5.3. *Responsibility to Monitor Deposits; Publicly Available Information*

(a) You are responsible for monitoring the total amount of funds in your Deposit Accounts at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each allocation of your funds to Destination Institutions is consistent with your exclusions and rejections by visiting the DCP and viewing the allocation, recognizing that the funds could be allocated to different Destination Institutions on any Business Day.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 6. Additional Considerations

### 6.1. Reciprocal and One-Way

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal<sup>SM</sup>, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory. When we place your funds using ICS® One-Way<sup>SM</sup>, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory, but we and Promontory may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) The interest you receive on your Deposit Accounts will be earned at the applicable Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. The Interest Rate may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory may affect the applicable Interest Rate. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory, or cost-of-funds rates at which Destination Institutions may request funds, may affect the Interest Rate. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use in connection with the placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the Interest Rate that might be available using the other form, and we may select a form of ICS that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal in connection with the placement of your funds.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

### 6.2. Compare Rates

(a) We are not advising you regarding alternative investments, and you are responsible for comparing the rates of return and other features of your Deposit Accounts to other available deposit accounts, and other kinds of investments, before deciding to have us place your funds using ICS.

(b) An applicable Interest Rate for your Deposit Accounts may be higher or lower than Interest rates on comparable deposits available directly from us, from the Destination Institutions that establish your Deposit Accounts, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions. Without limiting the foregoing, an Interest Rate may be lower than an Interest rate established for another customer for which funds are being placed or a cost-of-funds rate for a Destination Institution.

(c) Promontory may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

### 6.3. Allocation Considerations and Compensatory Payments

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating Institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing Institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, the FDIC could transfer custody of your Deposit Accounts to a new custodian that participates in ICS. Alternatively, you could elect to establish your Deposit Accounts directly with the Destination Institutions or you could elect to have the funds in your Deposit Accounts returned to you.

### 6.4. Mutual Institution Voting and Subscription Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must dismiss us as custodian before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion) and have your ownership of the Deposit Account recorded in your name directly on the books of the mutual institution.

## 7. Other Provisions

### 7.1. Release and Use of Identifying Information

(a) You consent to our providing your name, TIN or other alphanumeric identifier, and other identifying information ("Identifying Information") to BNY Mellon, Promontory, and other parties providing services in connection with ICS (each a "Service Provider"). A Service Provider may use the Identifying Information only in connection with its provision of services relating to ICS. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your



agent or to comply with applicable law. In addition, we or a Service Provider may provide identifying information to the FDIC in connection with a deposit insurance claim.

(b) We will not provide identifying information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory or BNY Mellon. Promontory may use and disclose information regarding aggregated activity of ICS depositors, provided it does not use or disclose any identifying information in a manner contrary to this Section 7.1.

## 7.2. Liability and Dispute Resolution

(a) We are responsible for maintaining, directly or through a Service Provider, appropriate records of our placements for you. We are also responsible for not placing your funds through ICS at any Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at any Destination Institution that is the subject of an effective rejection by you at the time of the applicable ICS Settlement, in an ICS placement at a Destination Institution under a single TIN in an amount that exceeds the SMDIA, or in a manner that violates Section 4.2(c). IF ALL OR PART OF YOUR DEPOSIT AT A DESTINATION INSTITUTION IS UNINSURED BECAUSE OF OUR FAILURE TO FULFILL THESE RESPONSIBILITIES, AND IF THE DESTINATION INSTITUTION FAILS AND YOU DO NOT OTHERWISE RECOVER THE UNINSURED PORTION, WE WILL REIMBURSE YOU FOR YOUR DOCUMENTED LOSS OF THE UNINSURED PORTION.

(b) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN THE PRECEDING SUBSECTION, AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT,

COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(c) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN YOUR CUSTODIAL AGREEMENT.

## 7.3. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 7 will survive termination.

(c) Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(d) This Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: Flushing Bank

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
Patricia Mezeul, EVP, Director of Government Banking

Dale signed: \_\_\_\_\_

SOLE OR PRIMARY DEPOSITOR

Depositor name: Town of Hempstead

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
Anthony J. Santino, Supervisor

Depositor TIN or other alphanumeric identifier (and type):  
[REDACTED]

Email address: \_\_\_\_\_@\_\_\_\_\_

Date signed: \_\_\_\_\_

ADDITIONAL DEPOSITOR(S) IF JOINT ACCOUNT

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

Date signed: \_\_\_\_\_

(Add signature lines as needed.)

APPROVED AS TO FORM  
APPROVED AS TO FORM  
Charles S. Heine  
SPECIAL DEPUTY TOWN ATTORNEY  
DATE 3/17/10

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Cutoff Times

The Same-Day Deposit Cutoff Time and the Same-Day Withdrawal Cutoff Time are as follows:

10 : 30	A.M.	Eastern / Central / Mountain / Pacific (circle one)
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2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts at ICS Settlement later the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to your Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Withdrawal is a Same-Day Program Withdrawal request by you that we receive and accept before the Same-Day Withdrawal Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement later the same Business Day.

(c) Subject to the other terms and conditions of this Agreement, including Section 3.4, and subject to the rules and cutoff times that otherwise apply to Transaction Accounts with us, after we have received and accepted your Program Withdrawal request, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds the Transaction Account balance.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("SMDIA") of \$250,000, balances in your Transaction Account, separately or together with your other balances with us in the same insurable capacity, may exceed the SMDIA. For example, your balances may exceed the SMDIA until ICS Settlement for a pending large Program Deposit or if all funds in your Deposit Accounts are returned to your Transaction Account for the remainder of a month as a result of the application of the Program Withdrawal limit. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with us to have such funds collateralized, protected by a properly-executed repo sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the TIN or other alphanumeric identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

12:00 noon to 12:30 P.M. Eastern time
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We may change the DPR period by posting notice on the DCP in advance of the change.



# Custodial Agreement

## Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "Agreement") with Flushing Bank ("we" or "us").

1. Pursuant to this Agreement, you authorize us (as your "Relationship Institution") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "Deposit Accounts") and all your security entitlements and other related interests and assets with respect to your Deposit Accounts (collectively, the "Related Entitlements"). The custodial account in which we will hold your Deposit Accounts and Related Entitlements (the "Custodial Account") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause your Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to your Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, your Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to your Deposit Accounts or deliver or transfer funds from your Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing Deposit Accounts and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as adopted in New York (the "UCC"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
Anthony J. Santino	Supervisor
Kevin R. Conroy	Comptroller

By signing below, you and we agree to be legally bound by this Custodial Agreement.

RELATIONSHIP INSTITUTION

Institution name: Flushing Bank  
Signature: \_\_\_\_\_  
Name and title of authorized signatory:  
Patricia Mezeul, EVP, Director of Government Banking  
Date signed: \_\_\_\_\_

SOLE OR PRIMARY DEPOSITOR

Depositor name: Town of Hempstead  
Signature: \_\_\_\_\_  
Name and title of authorized signatory (If not Individual):  
Anthony J. Santino, Supervisor  
Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_ @ \_\_\_\_\_  
Date signed: \_\_\_\_\_

ADDITIONAL DEPOSITOR(S) IF JOINT ACCOUNT

Depositor name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_  
Email address: \_\_\_\_\_ @ \_\_\_\_\_  
Date signed: \_\_\_\_\_

(Add signature lines as needed.)

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 3/17/16



## Insured Cash Sweep (ICS) Public Entity Information Form<sup>1</sup>

Public Entity Name: <u>Town of Hempstead</u>	
Public Entity Contact Name : <u>Kevin Garib</u>	
If your institution also offers CDARS®, are you an existing CDARS customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Note: CDARS and ICS Customer Profiles are linked. Any changes made to the Customer Profile may impact both services.)</small>	
Customer Class: <input checked="" type="checkbox"/> Public Entity	
Primary Mailing Address: <u>350 Front Street</u>	
City / State / Zip: <u>Hempstead, NY 11550</u>	
Duplicate Statement Address (If applicable): _____	
City / State / Zip: _____	
Telephone Number: <u>516-812-3361</u>	Entity Tax ID Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span>
Email Address (Required): <u>kgarib@tohmail.org</u>	Type: <input checked="" type="checkbox"/> TIN
Notes: _____	

APPROVED AS TO FORM  
Charles B. Ferraro  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 3/24/16

**Customer Exclusions:**

There is no need to exclude institutions that currently hold your funds through the CDARS or ICS service. Providing the same Tax ID for each of your CDARS or ICS accounts will enable the location of your current placement(s) to be recognized. These institutions will automatically be excluded from future placements.

Bank:	Bank:	Bank:
		Please complete

**This Section For Bank Use Only**

**ICS Account Setup:**

Flushing Bank Account Number: _____	Rate Description (Percentage): <u>50%</u>
Opening Amount: \$ _____	Effective Date of Rate: _____
Product/Account Type: <input type="checkbox"/> 63 <input checked="" type="checkbox"/> 64 <input type="checkbox"/> 65 <input checked="" type="checkbox"/> Savings <input type="checkbox"/> Demand	Program Name: <input checked="" type="checkbox"/> Platinum 1 (64) <input type="checkbox"/> Platinum 2 (65)

**Additional Information:**

<sup>1</sup>Funds may be submitted for placement only after entering into an ICS Deposit Placement Agreement with us.

**Signatures:**

Authorized Signer	Date	Bank Relationship Manager	Date
	<u>3/24/16</u>	Signature	
Authorized Signer	Date		

**Insured Cash Sweep (ICS)  
Public Entity Information Form<sup>1</sup>**

Public Entity Name: <u>Town of Hempstead</u>	
Public Entity Contact Name : <u>Kevin Garib</u>	
If your institution also offers CDARS® , are you an existing CDARS customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Note: CDARS and ICS Customer Profiles are linked. Any changes made to the Customer Profile may impact both services.)</small>	
Customer Class: <input checked="" type="checkbox"/> Public Entity	
Primary Mailing Address: <u>350 Front Street</u>	
City / State / Zip: <u>Hempstead, NY 11550</u>	
Duplicate Statement Address (If applicable): _____	
City / State / Zip: _____	
Telephone Number: <u>516-812-3361</u>	Entity Tax ID Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span>
Email Address (Required): <u>kgarib@tohmail.org</u>	Type: <input checked="" type="checkbox"/> TIN
Notes: _____	

APPROVED AS TO FORM  
*Charles S. Haine*  
 SENIOR DEPUTY TOWN ATTORNEY  
 DATE 3/27/16

**Customer Exclusions:**

There is no need to exclude institutions that currently hold your funds through the CDARS or ICS service. Providing the same Tax ID for each of your CDARS or ICS accounts will enable the location of your current placement(s) to be recognized. These institutions will automatically be excluded from future placements.

Bank:	Bank:	Bank:

*Please complete*

This Section For Bank Use Only

**ICS Account Setup:**

Flushing Bank Account Number: _____	Rate Description (Percentage): <u>.50%</u>
Opening Amount: \$ _____	Effective Date of Rate: _____
Product/Account Type: <input type="checkbox"/> 63 <input checked="" type="checkbox"/> 64 <input type="checkbox"/> 65 <input checked="" type="checkbox"/> Savings <input type="checkbox"/> Demand	Program Name: <input checked="" type="checkbox"/> Platinum 1 (64) <input type="checkbox"/> Platinum 2 (65)

**Additional Information:**

<sup>1</sup>Funds may be submitted for placement of *Matthew* entering into an ICS Deposit Placement Agreement with us.

**Signatures:**

Authorized Signer  Authorized Signer	 Date <u>2/27/16</u>	Bank Relationship Manager Signature	Date
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## Insured Cash Sweep (ICS) Public Entity Information Form<sup>1</sup>

Public Entity Name: <u>Town of Hempstead</u>	
Public Entity Contact Name: <u>Kevin Garib</u>	
If your institution also offers CDARS®, are you an existing CDARS customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Note: CDARS and ICS Customer Profiles are linked. Any changes made to the Customer Profile may impact both services.)</small>	
Customer Class: <input checked="" type="checkbox"/> Public Entity	
Primary Mailing Address: <u>350 Front Street</u>	
City / State / Zip: <u>Hempstead, NY 11550</u>	
Duplicate Statement Address (If applicable): _____	
City / State / Zip: _____	
Telephone Number: <u>516-812-3361</u>	Entity Tax ID Number: <span style="background-color: black; color: black;">[REDACTED]</span>
Email Address (Required): <u>kgarib@tohmail.org</u>	Type: <input checked="" type="checkbox"/> TIN
Notes: _____	

APPROVED AS TO FORM  
*Charles O. Standa*  
 SENIOR DEPUTY TOWN ATTORNEY  
 DATE 3/17/16

**Customer Exclusions:**

There is no need to exclude institutions that currently hold your funds through the CDARS or ICS service. Providing the same Tax ID for each of your CDARS or ICS accounts will enable the location of your current placement(s) to be recognized. These institutions will automatically be excluded from future placements.

Bank:	Bank:	Bank:

*Please complete*

**This Section For Bank Use Only**

**ICS Account Setup:**

Flushing Bank Account Number: _____ Opening Amount: \$ _____ Product/Account Type: <input type="checkbox"/> 63 <input checked="" type="checkbox"/> 64 <input type="checkbox"/> 65 <input checked="" type="checkbox"/> Savings <input type="checkbox"/> Demand	Rate Description (Percentage): <u>50%</u> Effective Date of Rate: _____ Program Name: <input checked="" type="checkbox"/> Platinum 1 (64) <input type="checkbox"/> Platinum 2 (65)
--	--

**Additional Information:**

<sup>1</sup>Funds may be submitted for placement only after entering into an ICS Deposit Placement Agreement with us.

**Signatures:**

_____ Authorized Signer  _____ Authorized Signer	_____ Date  _____ Date	_____ Bank Relationship Manager Signature  _____ Date
--	------------------------------------	--

APPROVED AS TO FORM  
DATE 3/17/16

**Insured Cash Sweep (ICS)  
Public Entity Information Form<sup>1</sup>**

Public Entity Name: <u>Town of Hempstead</u>	
Public Entity Contact Name: <u>Kevin Garib</u>	
If your institution also offers CDARS <sup>®</sup> , are you an existing CDARS customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Note: CDARS and ICS Customer Profiles are linked. Any changes made to the Customer Profile may impact both services.)</small>	
Customer Class: <input checked="" type="checkbox"/> Public Entity	
Primary Mailing Address: <u>350 Front Street</u>	
City / State / Zip: <u>Hempstead, NY 11550</u>	
Duplicate Statement Address (If applicable): _____	
City / State / Zip: _____	
Telephone Number: <u>516-812-3361</u>	<u>01929</u>
Email Address (Required): <u>kgarib@tohmai</u>	
Notes: _____	

APPROVED AS TO FORM  
*Charles S. Hempstead*  
TOWN OF HEMPSTEAD

*Extra forms*

**Customer Exclusions:**

There is no need to exclude institutions that ID for each of your CDARS or ICS account institutions will automatically be excluded

service. Providing the same to be recognized. These

Bank: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**This Section for Bank Use Only**

**ICS Account Setup:**

Flushing Bank Account Number: _____	Rate Description (Percentage): <u>.50%</u>
Opening Amount: \$ _____	Effective Date of Rate: _____
Product/Account Type: <input type="checkbox"/> 63 <input checked="" type="checkbox"/> 64 <input type="checkbox"/> 65	Program Name: <input checked="" type="checkbox"/> Platinum 1 (64) <input type="checkbox"/> Platinum 2 (65)
<input checked="" type="checkbox"/> Savings <input type="checkbox"/> Demand	

**Additional Information:**  
Funds may be submitted for placement only after entering into an ICS Deposit Placement Agreement with us.

Signatures:

Authorized Signer <i>[Signature]</i> Authorized Signer	Date <u>2/24/16</u> Date	Bank Relationship Manager Signature _____	Date _____
--	--------------------------------	---	---------------

## Insured Cash Sweep (ICS) Public Entity Information Form<sup>1</sup>

Public Entity Name: <u>Town of Hempstead</u>	
Public Entity Contact Name: <u>Kevin Garib</u>	
If your institution also offers CDARS®, are you an existing CDARS customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Note: CDARS and ICS Customer Profiles are linked. Any changes made to the Customer Profile may impact both services.)</small>	
Customer Class: <input checked="" type="checkbox"/> Public Entity	
Primary Mailing Address: <u>350 Front Street</u>	
City / State / Zip: <u>Hempstead, NY 11550</u>	
Duplicate Statement Address (If applicable): _____	
City / State / Zip: _____	
Telephone Number: <u>516-812-3361</u>	Entity Tax ID Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span>
Email Address (Required): <u>kgarib@tohmail.org</u>	Type: <input checked="" type="checkbox"/> TIN
Notes: _____	

APPROVED AS TO FORM  
*Charles D. Flume*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 3/17/16

**Customer Exclusions:**

There is no need to exclude institutions that currently hold your funds through the CDARS or ICS service. Providing the same Tax ID for each of your CDARS or ICS accounts will enable the location of your current placement(s) to be recognized. These institutions will automatically be excluded from future placements.

Bank:	Bank:	Bank:

**This Section For Bank Use Only**

**ICS Account Setup:**

Flushing Bank Account Number: _____ Opening Amount:        \$ _____ Product/Account Type: <input type="checkbox"/> 63 <input checked="" type="checkbox"/> 64 <input type="checkbox"/> 65 <input checked="" type="checkbox"/> Savings <input type="checkbox"/> Demand	Rate Description (Percentage): <u>50%</u> Effective Date of Rate:            _____ Program Name: <input checked="" type="checkbox"/> Platinum 1 (64) <input type="checkbox"/> Platinum 2 (65)
---	---

**Additional Information:**

<sup>1</sup>Funds may be submitted for placement only after entering into an ICS Deposit Placement Agreement with us.

**Signatures:**

Authorized Signer 	Date <u>3/17/16</u>	Bank Relationship Manager Signature	Date
Authorized Signer	Date		

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its

adoption:

**RESOLUTION APPROVING A CONTRACT WITH  
NEW HORIZON COUNSELING CENTER 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, New Horizon Counseling Center Inc., having its principal office at 50 West Hawthorne Avenue, Valley Stream, New York, 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 and directed to execute a contract between the Town of Hempstead and New Horizon Counseling Center, 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 in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) 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 Department of Planning and Economic Development 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 # 44  
Case # 13584

**CONTRACT FOR PERSONAL SERVICES**  
By and Between  
**TOWN OF HEMPSTEAD**  
and  
**NEW HORIZON COUNSELING CENTER, 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 offices at One Washington Street, Hempstead, New York, and New Horizon Counseling Center, Inc., (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Hawthorne Avenue, Valley Stream, New York.

**WITNESSETH THAT:**

WHEREAS, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is pending authorization by the Town Board; and

WHEREAS, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by OCFS to receive State funding; and

WHEREAS, the Center is one such organization qualified by OCFS, and again makes application for a grant in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to assist in its program for the calendar year 2015; and

WHEREAS, the Town Board deems it to be in the public interest to respond favorably to such plea;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Center agrees to continue its recreational and other programs for youth, during the term of this agreement.

2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.

3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.

4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Center shall not, at any time, or for any purpose, be deemed an agent, servant or employee of the Town.

5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability

for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. The Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the NYS Office of Children and Family Services (OCFS) for reimbursement, the Center agrees that should the OCFS disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the OCFS in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this agreement shall commence January 1, 2015 and terminate the 31<sup>st</sup> day of December, 2015.

IN WITNESS WHEREOF, the Town and Center have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
ANTHONY J. SANTINO  
Supervisor

APPROVED  
By: [Signature] Date: 2/16/15  
KEVIN R. CONROY  
TOWN COMPTROLLER

NEW HORIZON COUNSELING CENTER

By: [Signature]  
Executive Director  
HERRICK LIPTON

Approved: [Signature]  
Cheryl Petri, Executive Assistant  
Date: 2/29/16

Doc. No. 15-080

APPROVED AS TO FORM  
[Signature]  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 2/12/16

APPROVED AS TO CONTENT  
DATE 2/11/16  
[Signature]  
COUN. TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT



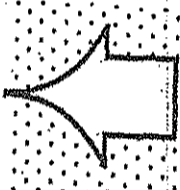
STATE OF NEW YORK )

: ss.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally came ANTHONY J. SANTINO, to me known and known to be the Supervisor 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 of Hempstead, Nassau County, New York, 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 <sup>6<sup>th</sup></sup> day of January, 2016, before me personally came Henrick Lipton, to me known, who being by me duly sworn did depose and say that (s)he resides at 185 Causeway Rd. Lawrence, NY 11559 and that (s)he is the Executive Director of New Horizon Counseling Center, the association described in and which executed the foregoing instrument.

*Donna DePiola*

Notary Public  
DONNA DePIOLA  
Notary Public, State Of New York  
No. 01DE6092690  
Qualified In Nassau County  
Commission Expires May 27, 2019

**CONTRACT FOR PERSONAL SERVICES**  
By and Between  
**TOWN OF HEMPSTEAD**  
and  
**NEW HORIZON COUNSELING CENTER, 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 offices at One Washington Street, Hempstead, New York, and New Horizon Counseling Center, Inc., (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Hawthorne Avenue, Valley Stream, New York.

**WITNESSETH THAT:**

WHEREAS, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is pending authorization by the Town Board; and

WHEREAS, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by OCFS to receive State funding; and

WHEREAS, the Center is one such organization qualified by OCFS, and again makes application for a grant in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to assist in its program for the calendar year 2015; and

WHEREAS, the Town Board deems it to be in the public interest to respond favorably to such plea;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Center agrees to continue its recreational and other programs for youth, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Center shall not, at any time, or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability

for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. The Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the NYS Office of Children and Family Services (OCFS) for reimbursement, the Center agrees that should the OCFS disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the OCFS in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this agreement shall commence January 1, 2015 and terminate the 31<sup>st</sup> day of December, 2015.

IN WITNESS WHEREOF, the Town and Center have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
ANTHONY J. SANTINO  
Supervisor

APPROVED  
By: [Signature] Date: 2/17/16  
KEVIN R. CONROY  
TOWN COMPTROLLER

NEW HORIZON COUNSELING CENTER

By: [Signature]  
Executive Director  
HERRICK LIPTON

Approved: [Signature]  
Cheryl Petri, Executive Assistant  
Date: 2/29/16

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

APPROVED AS TO FORM  
[Signature]  
SENIOR DEPUTY TOWN ATTORNEY  
DATE: 2/12/16



**CONTRACT FOR PERSONAL SERVICES**

By and Between

**TOWN OF HEMPSTEAD**

and

**NEW HORIZON COUNSELING CENTER, 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 offices at One Washington Street, Hempstead, New York, and New Horizon Counseling Center, Inc., (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Hawthorne Avenue, Valley Stream, New York.

**WITNESSETH THAT:**

WHEREAS, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is pending authorization by the Town Board; and

WHEREAS, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by OCFS to receive State funding; and

WHEREAS, the Center is one such organization qualified by OCFS, and again makes application for a grant in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to assist in its program for the calendar year 2015; and

WHEREAS, the Town Board deems it to be in the public interest to respond favorably to such plea;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Center agrees to continue its recreational and other programs for youth, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Center shall not, at any time, or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability

for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. The Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the NYS Office of Children and Family Services (OCFS) for reimbursement, the Center agrees that should the OCFS disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the OCFS in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this agreement shall commence January 1, 2015 and terminate the 31<sup>st</sup> day of December, 2015.

IN WITNESS WHEREOF, the Town and Center have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
ANTHONY J. SANTINO  
Supervisor

APPROVED  
By: [Signature] Date: 2/16/15  
KEVIN R. CONROY  
TOWN COMPTROLLER

NEW HORIZON COUNSELING CENTER  
By: [Signature]  
Executive Director  
HERRICK LIPTON

Approved: [Signature]  
Cheryl Petri, Executive Assistant  
Date: 2/29/16

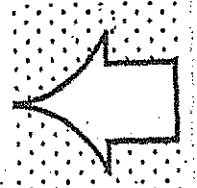
Doc. No. 15-080

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

APPROVED AS TO FORM  
[Signature]  
SENIOR DEPUTY TOWN ATTORNEY

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 be the Supervisor 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 of Hempstead, Nassau County, New York, 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 6<sup>th</sup> day of January, 2016, before me personally came Henrick Lipton, to me known, who being by me duly sworn did depose and say that (s)he resides at 18 Lawrence Rd. Lawrence, NJ 11559 and that (s)he is the Executive Director of New Horizon Counseling Center, the association described in and which executed the foregoing instrument.

Donna DePiola  
\_\_\_\_\_  
Notary Public  
DONNA DePIOLA  
Notary Public, State Of New York  
No. 01DE6092690  
Qualified In Nassau County  
Commission Expires May 27, 2019

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT  
WITH EAC, 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 9<sup>th</sup>, 2016 and

WHEREAS, EAC, INC., having its principal office at 50 Clinton Street, Suite 107, Hempstead, NY 11550, 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 EAC, 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 EAC, INC., the sum of TEN THOUSAND EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) 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 # 44  
Case # 13584



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT  
WITH CHABAD OF WEST HEMPSTEAD, INC.,  
AND 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 9<sup>th</sup> 2016; and

WHEREAS, CHABAD OF WEST HEMPSTEAD, INC., having its principal office at 411 Hempstead Turnpike, Suite L1, West Hempstead, New York, 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 CHABAD OF WEST HEMPSTEAD, 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 CHABAD OF WEST HEMPSTEAD, INC., the sum of EIGHT THOUSAND FOUR HUNDRED EIGHTY ONE and 00/100 (\$8,481.00) 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 #

44

Case #

13584

CASE NO.

RESOLUTION NO.

Adopted:

Councilman

offered the following resolution

and moved its adoption:

RESOLUTION AMENDING RESOLUTION  
NO. 1377-2014 AUTHORIZING EMPLOYMENT  
OF LIRO ENGINEERS, INC. FOR  
CONSULTANT SERVICES FOR THE  
DEPARTMENT OF PARKS AND RECREATION.

WHEREAS, The Town Board did on August 7, 2001 adopt Resolution Number 849-2001, authorizing the employment of LiRo Engineers, Inc. to provide consulting services for the Department of Parks and Recreation (the "original Resolution"); and

WHEREAS, this original resolution was amended by Resolution Number 1377-2014 adopted on October 2, 2014 to increase authorization for payment (the "first amended Resolution"); and

WHEREAS, it is now apparent as a result of consulting services already completed, the extent and scope of consulting services provided by LiRo Engineers, Inc. will exceed the scope of consulting services contemplated under the first amended resolution; and

WHEREAS, it is therefore appropriate and necessary to again increase the authorization for payment to LiRo Engineers, Inc.;

NOW THEREFORE, BE IT

RESOLVED, that Resolution number 1377-2014 be amended in that the payment authorized for consulting services be increased by an additional Three hundred Thousand Dollars (\$300,000.00) and shall be paid from the appropriate capital or budget account and;

BE IT FURTHER

RESOLVED, that Resolution numbers 849-2001 and 1377-2014, as they may have respectively been subsequently amended, shall remain in all other respects in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NAYS:

Item #

45

Case #

23468

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN AGREEMENT FROM NELSON & POPE ENGINEERS & SURVEYORS TO PROVIDE CONSULTING SERVICES FOR THE DEPARTMENT OF GENERAL SERVICES, TRAFFIC CONTROL DIVISION, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, the Town deems it desirable to obtain the services of a qualified Professional Engineer for the Department of General Services, Traffic Control Division; and

WHEREAS, Nelson & Pope Engineers & Surveyors, having their principal office at 572 Walt Whitman Road, Melville, New York 11747, represents that they are adequately experienced, and represents that they are duly licensed and qualified as a Professional Engineer Company under the Laws of the State of New York; and

WHEREAS, Nelson & Pope Engineers & Surveyors, has submitted a certified agreement in writing for consulting services for the period from January 1, 2016 to December 31, 2017; and

WHEREAS, the said agreement and all of its terms are deemed just and equitable in the interest of the Town of Hempstead; and

NOW, THEREFORE, BE IT

RESOLVED, that the agreement of Nelson & Pope Engineers & Surveyors described above be and hereby is accepted; and

BE IT FURTHER RESOLVED, that fees charged the Town in connection with services provided pursuant to the agreement be charged against Traffic Control Division Acct. No. 010-002-3310-4151 Fees & Services with such payments not to exceed \$50,000.00 in any calendar year.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

46

Case #

16530

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO SETTLE THE CLAIM OF ROBERTO FUNDORA AND  
CARMEN FUNDORA IN THE AMOUNT OF \$35,000.00.

WHEREAS, Roberto Fundora and Carmen Fundora, by their attorneys Malone, Tauber & Sohn, P.C. with offices in Freeport, New York, made claim against the Town of Hempstead for personal injuries sustained by Roberto Fundora when the 1998 For Motor vehicle was in a collision with a Town of Hempstead Department of Buildings pick-up truck on Grand Avenue at its intersection with School Street in Baldwin, New York on September 29, 2011; and

WHEREAS, an action was instituted in the Supreme Court of the State of New York in Nassau County against the Town of Hempstead by Roberto Fundora and Carmen Fundora to recover for personal injuries sustained by Roberto Fundora as a result of said accident; and

WHEREAS, prior to trial of this case, a proposal was made between Malone, Tauber & Sohn, P.C., and the Town of Hempstead trial counsel, to settlement the personal injury claim of Roberto Fundora for \$35,000.00; and

WHEREAS, Malone, Tauber & Sohn, P.C., attorneys for Roberto Fundora and Carmen Fundora, has forwarded a stipulation discontinuing action and executed general release to the Office of the Town Attorney; and

WHEREAS, the Claims Service Bureau of New York, Inc., the claims representatives for the Town of Hempstead, the Town of Hempstead trial counsel, for the Office of the Town Attorney recommend that the above settlement as being in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is authorized to settle the personal injury claim of Roberto Fundora and claim of Carmen Fundora in the amount of \$35,000.00 for an accident occurring on September 29, 2011, said amount to be paid out of the Part Town Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

2187

10889

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO SETTLE THE CLAIM OF KIM CERQUA IN  
THE AMOUNT OF \$11,747.34.

WHEREAS, Kim Cerqua, residing at 96 Central Boulevard in Merrick, New York, made a vehicle damage claim against the Town of Hempstead for damages to her 2015 Lexus motor vehicle which was struck by a Town of Hempstead Department of Sanitation truck on Central Boulevard in Merrick, New York on February 5, 2016; and

WHEREAS, subsequent to making this claim, a proposal was made between Kim Cerqua and the Claims Service Bureau of New York, Inc., the claims investigation and adjusting firm retained by the Town of Hempstead for such purposes, to settle this claim for the amount of \$11,747.34; and

WHEREAS, Kim Cerqua has forwarded an executed general release to the Office of the Town Attorney regarding this claim; and

WHEREAS, the Claims Service Bureau of New York, Inc., and the Office of the Town Attorney recommend that this claim be settled in the amount proposed in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is authorized to settle the vehicle damage claim of Kim Cerqua for damages occurring on February 5, 2016 in the amount of \$11,747.34 in full and final settlement of this claim, the aforesaid settlement amount to be paid out of the Sanitation Operating Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 477

Case # 10889

CASE NO.

7

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

*Item # 48*  
*DATE 11*

CASE NO. 29449

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. 22-2016, 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 April 12, 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. 22-2016, 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 #

49

Case #

29449

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 12<sup>th</sup> day of April, 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:

BALDWIN  
Section 202-5

HARRISON AVENUE (TH 49/16) West Side – NO PARKING 7 AM – 7 PM TUESDAY & THURSDAY EXCEPT HOLIDAYS – starting at a point 210 feet south of the south curbline of Merrick Road, south for a distance of 360 feet.

BELLMORE  
Section 202-15

HILLSIDE AVENUE (TH 68/16) West Side – TWO HOUR PARKING 7 AM – 12 NOON EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 25 feet south of the south curbline of Grand Ave., south for a distance of 83 feet

OAK STREET (TH 090/16) North Side – TWO HOUR PARKING 7 AM – 5 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 127 feet east of the east curbline of Oak Ct., east for a distance of 330 feet.

BELLEROSE TERRACE  
Section 202-30

238<sup>th</sup> STREET (TH 64/16) East Side – NO PARKING 9 AM – 5 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 266 feet north of the north curbline of 95<sup>th</sup> Ave., north for a distance of 28 feet.

MERRICK  
Section 202-11

CAYUGA DRIVE (TH 37/16) North Side – FOUR HOUR PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 236 feet west of the west curbline of Seneca Drive East, west for a distance of 25 feet.

HEWLETT AVENUE (TH 478/15) West Side – ONE HOUR PARKING 8 AM to 4 PM – starting at a point 30 feet north of the north curbline of Benson Lane, north for a distance of 168 feet.

OCEANSIDE  
Section 202-13

VERMONT AVENUE (TH 063/16) South Side – NO PARKING 8 AM – 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – from the west curbline of Yost Blvd., west for a distance of 120 feet.

YOST BLVD. (TH 063/16) West Side – NO PARKING 8 AM – 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – from the south curbline of Vermont Ave., south for a distance of 77 feet.

WANTAGH  
Section 202-10

DOVER ROAD (TH 9/16) East Side – THREE HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at the north curbline of Roxbury Avenue, north for a distance of 365 feet.

DOVER ROAD (TH 9/16) West Side – THREE HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 169 feet south of the south curbline of Clifton Boulevard, south for a distance of 39 feet.



DOVER ROAD (TH 9/16) West Side – THREE HOUR  
PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS  
& HOLIDAYS – starting at a point 270 feet south of the south  
curbline of Clifton Boulevard, south for a distance of 59 feet.

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

BALDWIN  
Section 202-5

HARRISON AVENUE (TH 518/70) West Side – NO PARKING  
7 AM – 7 PM TUES. & THUR. EXCEPT HOLIDAYS -- starting  
at a point 210 feet south of the south curbline of Merrick Road;  
south for a distance of 400 feet. (Adopted 11/10/70)

MERRICK  
Section 202-11

HEWLETT AVENUE (TH 2/80) West Side – ONE HOUR  
PARKING 8 AM – 4 PM - starting at a point 30 feet north of the  
north curbline of Benson Lane, north for a distance of 110 feet.  
(Adopted 3/4/80)

WANTAGH  
Section 202-10

DOVER ROAD (TH 435/80) East Side – THREE HOUR  
PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS  
and HOLIDAYS – starting from the north curbline of Roxbury  
Avenue, north for a distance of 116 feet. (Adopted 11/18/80)

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

BALDWIN  
Section 202-5

HARRISON AVENUE (TH 49/16) West Side – NO PARKING 7 AM – 7 PM TUESDAY & THURSDAY EXCEPT HOLIDAYS – starting at a point 210 feet south of the south curblines of Merrick Road, south for a distance of 360 feet.

BELLMORE  
Section 202-15

HILLSIDE AVENUE (TH 68/16) West Side – TWO HOUR PARKING 7 AM – 12 NOON EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 25 feet south of the south curblines of Grand Ave., south for a distance of 83 feet

OAK STREET (TH 090/16) North Side – TWO HOUR PARKING 7 AM – 5 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 127 feet east of the east curblines of Oak Ct., east for a distance of 330 feet.

BELLEROSE TERRACE  
Section 202-30

238<sup>th</sup> STREET (TH 64/16) East Side – NO PARKING 9 AM – 5 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 266 feet north of the north curblines of 95<sup>th</sup> Ave., north for a distance of 28 feet.

MERRICK  
Section 202-11

CAYUGA DRIVE (TH 37/16) North Side – FOUR HOUR PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 236 feet west of the west curblines of Seneca Drive East, west for a distance of 25 feet.

HEWLETT AVENUE (TH 478/15) West Side – ONE HOUR PARKING 8 AM to 4 PM – starting at a point 30 feet north of the north curblines of Benson Lane, north for a distance of 168 feet.

OCEANSIDE  
Section 202-13

VERMONT AVENUE (TH 063/16) South Side – NO PARKING 8 AM – 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – from the west curblines of Yost Blvd., west for a distance of 120 feet.

YOST BLVD. (TH 063/16) West Side – NO PARKING 8 AM – 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – from the south curblines of Vermont Ave., south for a distance of 77 feet.

WANTAGH  
Section 202-10

DOVER ROAD (TH 9/16) East Side – THREE HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at the north curblines of Roxbury Avenue, north for a distance of 365 feet.

DOVER ROAD (TH 9/16) West Side – THREE HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 169 feet south of the south curblines of Clifton Boulevard, south for a distance of 39 feet.

DOVER ROAD (TH 9/16) West Side – THREE HOUR  
PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS  
& HOLIDAYS – starting at a point 270 feet south of the south  
curbline of Clifton Boulevard, south for a distance of 59 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 twelve of two thousand sixteen is hereby amended by repealing therein “REGULATIONS AND RESTRICTIONS” to limit parking at the following locations:

BALDWIN  
Section 202-5

HARRISON AVENUE (TH 518/70) West Side – NO PARKING  
7 AM – 7 PM TUES. & THUR. EXCEPT HOLIDAYS – starting  
at a point 210 feet south of the south curbline of Merrick Road,  
south for a distance of 400 feet. (Adopted 11/10/70)

MERRICK  
Section 202-11

HEWLETT AVENUE (TH 2/80) West Side – ONE HOUR  
PARKING 8 AM – 4 PM - starting at a point 30 feet north of the  
north curbline of Benson Lane, north for a distance of 110 feet.  
(Adopted 3/4/80)

WANTAGH  
Section 202-10

DOVER ROAD (TH 435/80) East Side – THREE HOUR  
PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS  
and HOLIDAYS – starting from the north curbline of Roxbury  
Avenue, north for a distance of 116 feet. (Adopted 11/18/80)

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

CASE NO. 29450

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A  
PROPOSED LOCAL LAW TO AMEND SECTION  
202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD  
TO INCLUDE AND REPEAL "PARKING OR STANDING  
PROHIBITIONS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITIONS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 23-2016, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 12, 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. 23-2016, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item #

50

Case #

29450

## 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 12<sup>th</sup> day of April, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

- BALDWIN GRAND AVENUE (TH 470/15) West Side – NO PARKING ANYTIME – starting at a point 95 feet north of the north curblineline of The Fenway, north for a distance of 40 feet.
- BELLMORE HILLSIDE AVENUE (TH 068/16) West Side – NO STOPPING HERE TO CORNER – starting at the south curblineline of Grand Ave., south for a distance of 25 feet.
- HOWELL STREET (TH 570/15) South Side – NO STOPPING ANYTIME – starting at a point 271 feet west of the west curblineline of Newbridge Rd., west for a distance of 45 feet.
- JOHNSON PLACE (TH 592/15) West Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Marlboro Place, north for a distance of 35 feet.
- EAST MEADOW EAST MEADOW AVENUE (TH 611/15) East Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Adelaide Court, north for a distance of 50 feet.
- EAST MEADOW AVENUE (TH 611/15) East Side – NO STOPPING HERE TO CORNER – starting at the south curblineline of Adelaide Court, south for a distance of 55 feet.
- EAST MEADOW AVENUE (TH 611/15) East Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Stuyvesant Avenue, north for a distance of 60 feet.
- FRANKLIN SQUARE FRANKLIN AVENUE (TH 607/15) East Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Fenworth Blvd., north for a distance of 30 feet.
- MERRICK CENTRAL BOULEVARD (TH 552/15) East Side – NO STOPPING HERE TO CORNER – starting at the south curblineline of Westmoreland Road, south for a distance of 30 feet.
- OCEANSIDE YOST BOULEVARD (TH 578/15) West Side – NO STOPPING HERE TO CORNER – from the north curblineline of Vermont Ave., north for a distance of 20 feet.
- YOST BOULEVARD (TH 578/15) West Side – NO STOPPING HERE TO CORNER – from the south curblineline of Vermont Ave., south for a distance of 20 feet.

ROOSEVELT

WOODS AVENUE (TH 562/15) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Nassau Rd., west for a distance of 30 feet.

WOODS AVENUE (TH 562/15) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Nassau Rd., west for a distance of 50 feet.

SEAFORD

WIDGEON PLACE (TH 75/16) North Side – NO STOPPING ANYTIME – starting at a point 33 feet west of the west curbline of Ocean Ave., west for a distance of 20 feet.

(NR) VALLEY STREAM

FLOWER ROAD (TH 628/15) South Side – NO STOPPING ANYTIME – starting at the east curbline of Firethorne Lane, east for a distance of 72 feet.

(NR) WESTBURY

PLUM TREE ROAD WEST (TH 59/16) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Brookside Court, east for a distance of 51 feet.

WEST HEMPSTEAD

SYCAMORE STREET (TH 31/16) West Side – NO STOPPING ANYTIME – starting at a point 338 feet south of the south curbline of Hempstead Turnpike, south for a distance of 50 feet.

SYCAMORE STREET (TH 31/16) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Hempstead Turnpike, south for a distance of 80 feet.

SYCAMORE STREET (TH 31/16) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Fairlawn Ave., north for a distance of 27 feet.

FAIRLAWN AVENUE (TH 31/16) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Sycamore Street, east for a distance of 25 feet.

FAIRLAWN AVENUE (TH 31/16) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Sycamore Street, west for a distance of 25 feet.

FAIRLAWN AVENUE (TH 31/16) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Sycamore Street, east for a distance of 25 feet.

FAIRLAWN AVENUE (TH 31/16) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Sycamore Street, west for a distance of 25 feet.

SYCAMORE STREET (TH 31/16) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Fairlawn Ave., south for a distance of 25 feet.

WOODMERE

CEDAR LANE (TH 054/16) South Side – NO PARKING ANYTIME – starting at a point 55 feet east of the east curbline of Irving Pl., east for a distance of 73 feet.

PENINSULA BLVD. (TH 593/15) South Side – NO STOPPING HERE TO CORNER – from the west curbline of Edward Ave., north for a distance of 30 feet.

PENINSULA BLVD. (TH 593/15) South Side – NO STOPPING HERE TO CORNER – from the west curbline of Forest Ave., west for a distance of 30 feet.

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

at the following locations:

EAST MEADOW

NEWBRIDGE AVENUE (TH 93/75) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Adelaide Court, north for a distance of 15 feet. (Adopted 9/9/75)

NEWBRIDGE AVENUE (TH 93/75) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Adelaide Court, south for a distance of 35 feet. (Adopted 9/9/75)

FRANKLIN SQUARE

FRANKLIN AVENUE (TH 256/75) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Fenworth Blvd., north for a distance of 40 feet. (Adopted 4/27/76)

SEAFORD

SEAFORD AVENUE (TH 551/15) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Kenora Place, south for a distance of 18 feet. (Adopted 11/24/15)

WEST HEMPSTEAD

SYCAMORE STREET (TH 51/11) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Hempstead Tpke., south for a distance of 75 feet. (Adopted 6/14/11)

SYCAMORE STREET (TH 544/00) West Side – NO STOPPING HERE TO CORNER – from the south curbline of Hempstead Tpke., south for a distance of 50 feet. (Adopted 1/23/01)

WOODMERE

CEDAR LANE (TH 514/15) South Side – NO PARKING ANYTIME – starting at a point 55 feet east of the east curbline of Irving Place, east for a distance of 145 feet. (Adopted 11/24/15)

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 29, 2016  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirteen of two thousand sixteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- BALDWIN GRAND AVENUE (TH 470/15) West Side – NO PARKING ANYTIME – starting at a point 95 feet north of the north curbline of The Fenway, north for a distance of 40 feet.
- BELLMORE HILLSIDE AVENUE (TH 068/16) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Grand Ave., south for a distance of 25 feet.  
HOWELL STREET (TH 570/15) South Side – NO STOPPING ANYTIME – starting at a point 271 feet west of the west curbline of Newbridge Rd., west for a distance of 45 feet.  
JOHNSON PLACE (TH 592/15) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Marlboro Place, north for a distance of 35 feet.
- EAST MEADOW EAST MEADOW AVENUE (TH 611/15) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Adelaide Court, north for a distance of 50 feet.  
EAST MEADOW AVENUE (TH 611/15) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Adelaide Court, south for a distance of 55 feet.  
EAST MEADOW AVENUE (TH 611/15) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Stuyvesant Avenue, north for a distance of 60 feet.
- FRANKLIN SQUARE FRANKLIN AVENUE (TH 607/15) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Fenworth Blvd., north for a distance of 30 feet.
- MERRICK CENTRAL BOULEVARD (TH 552/15) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Westmoreland Road, south for a distance of 30 feet.
- OCEANSIDE YOST BOULEVARD (TH 578/15) West Side – NO STOPPING HERE TO CORNER – from the north curbline of Vermont Ave., north for a distance of 20 feet.  
YOST BOULEVARD (TH 578/15) West Side – NO STOPPING HERE TO CORNER – from the south curbline of Vermont Ave., south for a distance of 20 feet.
- ROOSEVELT WOODS AVENUE (TH 562/15) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Nassau Rd., west for a distance of 30 feet.



WOODS AVENUE (TH 562/15) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Nassau Rd., west for a distance of 50 feet.

SEAFORD

WIDGEON PLACE (TH 75/16) North Side – NO STOPPING ANYTIME – starting at a point 33 feet west of the west curbline of Ocean Ave., west for a distance of 20 feet.

(NR) VALLEY STREAM

FLOWER ROAD (TH 628/15) South Side – NO STOPPING ANYTIME – starting at the east curbline of Firethorne Lane, east for a distance of 72 feet.

(NR) WESTBURY

PLUM TREE ROAD WEST (TH 59/16) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Brookside Court, east for a distance of 51 feet.

WEST HEMPSTEAD

SYCAMORE STREET (TH 31/16) West Side – NO STOPPING ANYTIME – starting at a point 338 feet south of the south curbline of Hempstead Turnpike, south for a distance of 50 feet.

SYCAMORE STREET (TH 31/16) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Hempstead Turnpike,, south for a distance of 80 feet.

SYCAMORE STREET (TH 31/16) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Fairlawn Ave., north for a distance of 27 feet.

FAIRLAWN AVENUE (TH 31/16) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Sycamore Street, east for a distance of 25 feet.

FAIRLAWN AVENUE (TH 31/16) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Sycamore Street, west for a distance of 25 feet.

FAIRLAWN AVENUE (TH 31/16) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Sycamore Street, east for a distance of 25 feet.

FAIRLAWN AVENUE (TH 31/16) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Sycamore Street, west for a distance of 25 feet.

SYCAMORE STREET (TH 31/16) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Fairlawn Ave., south for a distance of 25 feet.

WOODMERE

CEDAR LANE (TH 054/16) South Side – NO PARKING ANYTIME – starting at a point 55 feet east of the east curbline of Irving Pl., east for a distance of 73 feet.

PENINSULA BLVD. (TH 593/15) South Side – NO STOPPING HERE TO CORNER – from the west curbline of Edward Ave., north for a distance of 30 feet.

PENINSULA BLVD. (TH 593/15) South Side – NO STOPPING HERE TO CORNER – from the west curbline of Forest Ave., west for a distance of 30 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirteen of two thousand sixteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

EAST MEADOW

NEWBRIDGE AVENUE (TH 93/75) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Adelaide Court, north for a distance of 15 feet. (Adopted 9/9/75)

NEWBRIDGE AVENUE (TH 93/75) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Adelaide Court, south for a distance of 35 feet. (Adopted 9/9/75)

FRANKLIN SQUARE

FRANKLIN AVENUE (TH 256/75) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Fenworth Blvd., north for a distance of 40 feet. (Adopted 4/27/76)

SEAFORD

SEAFORD AVENUE (TH 551/15) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Kenora Place, south for a distance of 18 feet. (Adopted 11/24/15)

WEST HEMPSTEAD

SYCAMORE STREET (TH 51/11) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Hempstead Tpke., south for a distance of 75 feet. (Adopted 6/14/11)

SYCAMORE STREET (TH 544/00) West Side – NO STOPPING HERE TO CORNER – from the south curbline of Hempstead Tpke., south for a distance of 50 feet. (Adopted 1/23/01)

WOODMERE

CEDAR LANE (TH 514/15) South Side – NO PARKING ANYTIME – starting at a point 55 feet east of the east curbline of Irving Place, east for a distance of 145 feet. (Adopted 11/24/15)

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

CASE NO. 29451

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A  
PROPOSED LOCAL LAW TO AMEND SECTION  
197-5 OF THE CODE OF THE TOWN OF HEMPSTEAD  
TO INCLUDE "ARTERIAL STOPS" AT VARIOUS  
LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-5 of the Code of the Town of Hempstead entitled "ARTERIAL STOPS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 28-2016, 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 April 12, 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. 28-2016, 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 #

51

Case #

29451

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 12<sup>th</sup> day of April, 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:

ELMONT

GREENWAY BOULEVARD (TH 85/16) STOP -- all traffic traveling eastbound on Cromer Road East shall come to a full stop.

NORTH VALLEY STREAM

STUART AVENUE (TH 69/16) STOP -- all traffic traveling northbound on Finn St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP -- all traffic traveling northbound on William St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP -- all traffic traveling northbound on Elizabeth St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP -- all traffic traveling northbound on Henry St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP -- all traffic traveling northbound on Olsen St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP -- all traffic traveling northbound on Law St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP -- all traffic traveling northbound on Bank St. shall come to a full stop.

WANTAGH

OAKLAND AVENUE (TH 82/16) STOP -- all traffic traveling westbound on Amherst Drive 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 29, 2016  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "ARTERIAL STOPS" at various locations.

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

Section 1. Section one hundred ninety-seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fourteen of two thousand sixteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

ELMONT

GREENWAY BOULEVARD (TH 85/16) STOP – all traffic traveling eastbound on Cromer Road East shall come to a full stop.

NORTH VALLEY STREAM

STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Finn St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on William St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Elizabeth St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Henry St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Olsen St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Law St. shall come to a full stop.

STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Bank St. shall come to a full stop.

WANTAGH

OAKLAND AVENUE (TH 82/16) STOP – all traffic traveling westbound on Amherst Drive shall come to a full stop.

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

CASE NO. 29452

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A  
PROPOSED LOCAL LAW TO AMEND SECTION  
197-2 OF THE CODE OF THE TOWN OF HEMPSTEAD  
TO INCLUDE "U-TURNS PROHIBITED" 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 197-2 of the Code of the Town of Hempstead entitled "U-TURNS PROHIBITED"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 29-2016, Print No. 1 to amend the said Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" 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 April 12, 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. 29-2016, Print No. 1, to amend Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" 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: ( )

Am# 52  
Case# 29452

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 12<sup>th</sup> day of April, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-2 of the code of the Town of Hempstead to INCLUDE "U-TURNS PROHIBITED" at the following location:

WEST HEMPSTEAD

SYCAMORE STREET (TH 31/16) NO U-TURN – between Hempstead Turnpike and Fairlawn Avenue – all traffic traveling northbound and southbound on Sycamore Street shall be prohibited from executing U-Turn maneuvers between Hempstead Turnpike and Fairlawn Ave.

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 29, 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 two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "U-TURNS PROHIBITED" 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 two 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 four of two thousand sixteen is hereby amended by including therein "U-TURNS PROHIBITED" at the following location:

WEST HEMPSTEAD

SYCAMORE STREET (TH 31/16) NO U-TURN – between Hempstead Turnpike and Fairlawn Avenue – all traffic traveling northbound and southbound on Sycamore Street shall be prohibited from executing U-Turn maneuvers between Hempstead Turnpike and Fairlawn Ave.

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







Intro No.

Print No.

Town of Hempstead

A local law to amend chapter 175 of the code of the town of Hempstead insofar as to amend subsection 175-4.A of Chapter 175 of the Code of the Town of Hempstead, in relation to fees payable for certain excavations of streets within the Town of Hempstead.

Introduced by:

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

Section One. Chapter 175 of the code of the town of Hempstead is amended insofar as to amend subsection 175-4.A of Chapter 175 of the Code of the Town of Hempstead, in relation to fees payable for certain excavations of streets within the Town of Hempstead, to read as follows:

Chapter 175  
Excavations in Streets

§ 178-4. Fees.

A. Except as otherwise provided by law or where permits as above are granted for work done at the direction of the Commissioner, each application for such permit shall be accompanied by a fee of \$300.00 for each excavation, to be paid to the Town. The fee and permit herein required shall be in addition to permits required for construction of any sidewalk, curb or driveway.

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

CASE NO.

RESOLUTION NO.

Adopted:

Mr. \_\_\_\_\_ offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 96 OF THE CODE OF THE TOWN OF HEMPSTEAD INsofar AS TO CREATE A NEW SECTION 96-5.1 THEREOF, IN RELATION TO ESTABLISHING FEES FOR CERTAIN OFF-STREET PARKING DEFICIENCIES AT PLACES OF PUBLIC ASSEMBLY

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, as amended; and

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Chapter 96 of the Code of the Town of Hempstead insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly; and

WHEREAS, \_\_\_\_\_ has introduced a local law known as Intro. No. \_\_\_\_\_ -2016, Print No. 1, for the amendment of the Code of the Town of Hempstead 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 the \_\_\_\_\_ day of \_\_\_\_\_, 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, for the amendment of Chapter 96 of the Code of the Town of Hempstead insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly; 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 him 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 seconded by  
And adopted upon roll call as follows:

AYES:

NOES:

Item #

54

Case #

15211



Intro No.

Print No.

Town of Hempstead

A local law to amend chapter 96 of the code of the town of Hempstead insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly.

Introduced by:

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

Section One. Chapter 96 of the code of the town of Hempstead is amended insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly, to read as follows:

§ 96-5.1. Fees for certain off-street parking variances.

- A. Each place of public assembly which shall commence initial and lawful operation after the effective date of this section, and which has received a variance from the Board of Appeals, authorizing operation with less than the number of off-street parking spaces required under the Building Zone Ordinance, shall be obligated, prior to issuance of an initial public assembly license, to pay to the Department of Buildings the fee of \$3,000 for each required off-street parking space waived by the Board of Appeals, except that no such payment shall be required for the first five parking spaces waived.
- B. This obligation shall not apply in the case of off-street parking variances granted in connection with applications for alterations or expansions of places of public assembly that are lawfully in operation on the effective date of this section, for so long as there shall be no change of the type of public assembly use operating at the time of the grant.
- C. All fees collected hereunder shall be transferred to the Department of General Services and devoted to the increase and improvement of public parking fields in the Town.

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 AMEND CHAPTER 152 OF THE CODE OF THE TOWN  
OF HEMPSTEAD, IN RELATION THE ADMINISTRATION AND  
REGULATION OF THE PROCEDURES OF THE TOWN OF  
HEMPSTEAD ANIMAL SHELTER AND CONTROL DIVISION

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 amend Chapter 152 of the Code  
of the Town of Hempstead, in relation to the administration  
and regulation of the procedures of the Town Of Hempstead  
Animal Shelter and Control Division; 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 \_\_\_\_\_ day of  
\_\_\_\_\_, 2016 at \_\_\_\_\_ o'clock in the \_\_\_\_\_ 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 amend Chapter 152 of the Code of the Town  
of Hempstead, in relation to the administration and  
regulation of the procedures of the Town Of Hempstead  
Animal Shelter and Control Division; 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 #

55

Case #

17434





Intro. No.

Print No.

Town of Hempstead

A local law to amend Chapter 152 of the Code of the Town of Hempstead, in relation to the administration and regulation of the procedures of the Town Of Hempstead Animal Shelter and Control Division.

Introduced by:

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

Section 1. Chapter 152 of the code of the town of Hempstead, as constituted by local law number twenty-two of nineteen hundred ninety-two, hereby is amended to henceforth read as follows:

Chapter 152  
Animal Shelter and Control Division

\* \* \*

§ 152-1. Legislative intent.

The purpose of this chapter is to provide for the licensing and identification of dogs, the control and protection of the dog population and other animals as permitted under the laws of the State of New York and the protection of persons, property and animals from dog attack and damage. Therefore, the Town Board of the Town of Hempstead, pursuant to the authority granted to it by the provisions of the Agriculture and Markets Law, the Town Law and the Municipal Home Rule Law of the State of New York, does enact this chapter.

§ 152-2. Division established; Director, Assistant Directors.

There shall be in the Town of Hempstead an Animal Shelter and Control Division of the Department of General Services. The executive head of said Division shall be the Director, who shall be appointed by the Town Board for a term fixed by the Town Board, or at the pleasure of the Town Board, at such salary as from time to time may be fixed by said Town Board. The Director shall be appointed on the basis of his or her administrative experience, extensive knowledge incidental to the maintenance and operation of an animal shelter and supervisory experience in such field. There shall be two Assistant Directors, who shall be designated in order of priority by the Director. In the absence of or disability of the Director, the two Assistant Directors in the order

designated shall have the rights, obligations and duties of Director and authority to act in his place.

§ 152-3. Applicability.

A. This chapter shall apply to all areas within the Town of Hempstead, except the City of Long Beach.

B. In the event that any dog owned by a nonresident of the Town is harbored within the Town, such dog shall be exempt from the identification and licensing provisions of this chapter for a period of 30 days, provided that such dog is licensed pursuant to the provisions of law of the area of residence.

C. This chapter shall not apply to any dog confined to the premises of any public or private hospital devoted solely to the treatment of sick animals, or confined for the purposes of research to the premises of any college or other educational or research institution.

D. This chapter shall not apply to any dog confined to the premises of any person, firm or corporation engaged in the business of breeding or raising dogs for profit and licensed as a Class A dealer under the Federal Laboratory Animal Welfare Act, provided that such person, firm or corporation has obtained a certificate of exemption from the Commissioner of Agriculture and Markets of the State of New York.

§ 152-4. Definitions.

As used in this chapter, the following definitions shall have the meanings given:

ANIMAL

All species of mammals except humans, including dogs, as well as all species of birds.

CLERK

The Town Clerk of the Town of Hempstead.

DIRECTOR

The Director of the Town of Hempstead Animal Shelter and Control Division.

DOG

Any member of the species *canis familiaris*.

DOG CONTROL OFFICER

A person employed with the Town of Hempstead Animal Shelter and Control Division and designated by the Director to assist in the enforcement of this chapter.

EUTHANIZE

To bring about death by a humane method.

GUIDE DOG

Any dog that is trained to aid a person who is blind and is actually used for such purpose, or any dog owned by a recognized guide dog training center located within the state during the period such dog is being trained or bred for such purpose.

HARBOR

To provide food or shelter to any dog.

HEARING DOG

Any dog that is trained to aid a person with a hearing impairment and is actually used for such purpose, or any dog owned by a recognized training center located within the state

during the period such dog is being trained or bred for such purpose.

#### IDENTIFICATION TAG

A tag issued by the Town Clerk which sets forth the identification number together with the name of the Town and state, the telephone number of the Town Clerk, and any other information deemed necessary by the Town Clerk.

[Amended 12-7-2010 by L.L. No. 4-2011, effective 1-28-2011]

#### IDENTIFIED DOG

Any dog carrying an identification tag as provided in this chapter.

#### INCLEMENT WEATHER

Weather conditions that are likely to adversely affect the health and safety of a dog, including, but not limited to rain, sleet, ice, snow, wind, temperatures below thirty two (32) degrees Fahrenheit and above ninety five (95) degrees Fahrenheit, extreme heat and cold, or other conditions for which the National Weather Service or other weather service shall issue a weather advisory.

#### OWNER

Any person who harbors or keeps any dog.

#### OWNER OF RECORD

The person in whose name any dog was last licensed pursuant to this chapter, except that if any license is issued on application of a person under 18 years of age, the owner of record shall be deemed to be the parent or guardian of such person. If it cannot be determined in whose name any dog was last licensed, the owner shall be deemed to be the owner of record of such dog, except that if the owner is under 18 years of age, the owner of record shall be deemed to be the parent or guardian of such person.

#### PERSON

Any individual, corporation, partnership, association or other organized group of persons, municipality or other legal entity.

#### PERSON WITH A DISABILITY

Any person with a physical impairment which is permanent and severely limits such person's mobility, or a person who is unable to ambulate without the aid of a wheelchair or other prosthetic device.

#### PHYSICAL CONDITION

Any special medical needs of an animal due to disease, illness, injury or breed about which the owner or person with custody or control of the animal should reasonably be aware.

#### POLICE WORK DOG

Any dog owned or harbored by any state or municipal police department or any state or federal law enforcement agency, which has been trained to aid law enforcement officers and is actually being used for police work purposes.

#### RESIDENT

Any person who resides within the geographical limits of the Town of Hempstead.

#### SERVICE DOG

Any dog that is trained to aid a person with a disability and is actually used for such purpose, or any dog owned by a recognized training center located within the state during the period such dog is being trained or bred for such purpose.

#### TOWN

The unincorporated areas of the Town of Hempstead.

UNATTENDED OUTSIDE

Animals that are left outdoors in inclement weather without ready access to, or the ability to enter, a house, apartment building, or any other permanent structure in excess of thirty (30) minutes.

VEHICLE

A motor vehicle as defined in § 125 of the Vehicle and Traffic Law of the State of New York, or a trailer as defined in § 156 of such law.

§ 152-5. Powers and duties.

A. The Director shall act as chief administrative officer of the Town Animal Shelter and Control Division and shall supervise the enforcement of this chapter. In addition, the Director, only when specifically authorized so to do by the Town Board, from time to time may retain the services of additional persons, including special, technical, fiscal and legal consultants, as may be necessary in the discharge of his or her duties.

B. Employees designated as animal control officers shall assist with the control of dogs and other animals and the enforcement of this chapter. In addition, dog control officers shall have the duties and obligations as indicated under Articles 7 and 26 of the Agriculture and Markets Law of the State of New York and Article 21 of the Public Health Law of the State of New York. This chapter can be enforced by the American Society for the Prevention of Cruelty to Animals, the Nassau County Society for the Prevention of Cruelty to Animals or any law enforcement officer or peace officer.

C. The Director, Assistant Directors and dog control officers shall have the power to issue an appearance ticket for violations of this chapter and to serve and execute any other order or process in the execution of the provisions of this chapter. Any police officer, peace officer, or public safety officer of the Department of Public Safety of the Town of Hempstead shall also have the power to issue an appearance ticket for violations of this chapter and to serve and execute any other order or process in the execution of the provisions of this chapter.

D. Commissioner of General Services shall have discretion to waive fees associated with this Chapter upon a showing of good cause. The Commissioner may delegate authority such to the Director.

§ 152-6. Dog license required; application; license fees.

A. Any dog four months of age or older harbored or otherwise kept in the Town shall be required to have a dog license. No license shall be required for any dog which is under the age of four months and which is not at large. Such license shall be suspended from a dog's collar and worn at all times both on and off the dog owner's premises. A license shall be renewed after a period of one year, beginning with the first day of the month following the date of issuance, and shall be renewable annually thereafter prior to the expiration date.

B. Application for a dog license shall be made to the Town Clerk. The application shall state the sex, actual or approximate age, breed, color, municipal identification number of the dog, other identification marks, if any, and the name, address, telephone number, county and Town, city or village of residence of the owner.

C. The application shall be accompanied by the license fee prescribed by Resolution of the Town Board and a certificate of rabies vaccination or statement in lieu thereof, as required by Subsection F of this section. In the case of a spayed or neutered dog, every application shall also be accompanied by a certificate signed by a licensed veterinarian or an affidavit signed by the owner, showing that the dog has been spayed or neutered, provided that such certificate or affidavit shall not be required if the same is already on file with the Clerk. In lieu of the spay or neuter certificate, an owner may present a statement certified by a licensed veterinarian stating that he or she has examined the dog and found that, because of old age or other reason, the life of the dog would be endangered by spaying or neutering. In such case, the license fee for the dog shall be the same as for a spayed or neutered dog.

D. Upon validation by the Clerk, the application shall become a license for the dog described therein. Once an application has been validated, no refund therefor shall be made.

E. No license shall be transferable. Upon the transfer of ownership of any dog, the new owner shall immediately make application for a license for such dog.

F. At the time of issuing any license pursuant to this chapter, the Clerk shall require the applicant to present a statement certified by a licensed veterinarian showing that the dog or dogs have been vaccinated to prevent rabies or, in lieu thereof, a statement certified by a licensed veterinarian stating that, because of old age or other reason, the life of the dog or dogs would be endangered by the administration of vaccine.

§ 152-7. Seizure of dogs; redemption periods; impoundment fees; adoption.

A. The Director, Assistant Director or any dog control officer shall seize:

- (1) Any dog which is not identified and which is not on the owner's premises.
- (2) Any dog which is not licensed, whether on or off the owner's premises.

B. Whether or not licensed, each dog which is not identified shall be held for a period of five days from the day seized, during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of this chapter, and further provided that the owner pays a fee to cover the cost of housing such dog. The fees associated with this section shall be set by Resolution of the Town Board.

C. Promptly upon seizure of any identified dog, the owner of record of such dog shall be notified personally or by certified mail, return receipt requested, of the facts of

seizure and the procedure for redemption. If notification is personally given, such dog shall be held for a period of five days after date of notice, during which period the dog may be redeemed by the owner. If such notification is made by mail, such dog shall be held for a period of seven days from the date of mailing, during which period the dog may be redeemed by the owner. In either case, the owner may redeem such dog upon payment of the impoundment fees prescribed by Subsection B of this section and by producing proof that the dog has been licensed.

D. An owner shall forfeit title to any dog unredeemed at the expiration of the appropriate redemption period, and the dog shall then be made available for adoption or euthanized subject to the provisions of Subdivisions 2-a, 2-b, 2-c, 2-d and 2-e of § 374 of the Agriculture and Markets Law of the State of New York, provided that no dog in the custody of the Animal Shelter and Control Division shall be delivered for adoption unless it has been licensed pursuant to the provisions of this chapter prior to its release from custody of the Animal Shelter and Control Division.

E. Any dog or cat in the custody of the Animal Shelter and Control Division shall be made available for adoption or euthanized subject to the provisions of Subdivisions 2-a, 2-b, 2-c, 2-d, and 2-e of § 374 of the Agriculture and Markets Law of the State of New York after the time for redemption has expired. The same redemption periods and impoundment fees as stated herein shall apply to cats in custody of the Animal Shelter and Control Division.

F. The Animal Shelter and Control Division shall not release any dog or cat for adoption to any person unless prior thereto:

(1) A dog or cat has been spayed or neutered as verified in writing by a licensed veterinarian.

(2) The person intending to adopt the cat or dog shall remit a fee to the Animal Shelter and Control Division. The amount of the fee shall be set by Resolution of the Town Board.

(3) In the case of dog or cat which has not yet reached sexual maturity, the person intending to adopt the dog or cat shall have executed a written agreement with the Animal Shelter and Control Division to have the dog or cat spayed or neutered within 30 days of the dog or cat reaching six months of age.

a. The person intending to adopt the unaltered cat or dog shall remit to the Director a deposit upon adoption to secure the alteration of such cat or dog. The amount of this deposit shall be set by Resolution of the Town Board.

b. The deposit remitted under this subsection shall be refundable upon proof that such cat or dog has been spayed or neutered in compliance with this section.

(4) Such adopter shall present to the Animal Shelter and Control Division written documentation from a licensed veterinarian that the dog or cat has been spayed or neutered, within the times specified above, or that because of health reasons, as certified by a licensed veterinarian examining the dog or cat, spaying or neutering would endanger the animal's life.

(5) The age of the animal at the time of adoption shall be determined by the Animal Shelter and Control Division.

G. Any dog owned by a nonresident of this Town, seized and impounded pursuant to the provisions of this chapter, and whose owner can be identified, shall be subject to Subsection C of this section. If the dog is licensed pursuant to the provisions of law of the area of the owner's residence, the licensing requirements of this chapter shall not apply, provided that such dog is not harbored within this Town for a period exceeding 30 days.

H. Surrender of animals by resident.

(1) Upon written application of a resident owner, the Animal Shelter and Control Division may accept the surrender of any dog or cat for adoption or immediate destruction. Such application shall state the owner's name and address; a description of the dog or cat and, if a dog, a dog license number, if any; a statement that such person is the sole and absolute owner of such dog or cat; and a statement from the owner giving his consent to such adoption or immediate destruction. Any dog or cat surrendered for adoption shall be kept for a minimum of five days and, if not adopted, may be destroyed humanely.

(2) The Animal Shelter and Control Division may accept from any resident the surrender of any lost, strayed, homeless, abandoned or improperly confined or kept dog, cat or other animal as permitted under §§ 373 and 374 of the Agriculture and Markets Law of the State of New York. In addition, such surrender shall include a written statement signed by such resident that he or she verily believes to the best of his or her knowledge that such animal is lost or homeless or is a stray.

(3) Nothing herein shall restrict the rights and powers derived from Subsections A, B, C, D, E, F or G of this section relating to the seizure of unlicensed dogs and disposition to be made of animals so seized and taken.

I. Fees.

A person may surrender any animal to the Town Animal Shelter and Control Division. The person intending to surrender said animal must remit a fee to the Animal Shelter and Control Division. The amount of the fee shall be set by Resolution of the Town Board.

J. The seizure of any dog shall not relieve any person from any violation provided for by this chapter or any other laws, regulations or rules.

K. No liability in damages or otherwise shall be incurred on account of the seizure, euthanization or adoption of any dog or cat pursuant to the provisions of this chapter.

#### § 152-7.1. Sterilization required; exemptions.

The Town of Hempstead Animal Shelter shall not release a dog or cat to a person claiming ownership thereof unless such dog or cat has been sterilized by a licensed veterinarian; provided, however, that such requirement shall not apply:

A. If a licensed veterinarian certifies to such shelter that he or she has examined such dog or cat and found that because of a medical reason, the life of such dog or cat would be endangered by sterilization; provided, however, that such reason shall not consist solely of the youth of such dog or cat, if such dog or cat is at least eight weeks of age;

B. In the case of a dog, if such dog, within the time period provided for by law, rule or regulation, is claimed by a person claiming ownership thereof, and such person demonstrates to the satisfaction of the shelter that such dog has a breed ring show record from the American Kennel Club or United Kennel Club or other similar registry association, dated no more than 12 months prior to the date such dog entered such shelter, or such person claiming ownership is able to provide proof that such dog has successfully completed the requirements of the American Kennel Club or United Kennel Club or other similar registry association, for the title of Champion or its equivalent, at any time prior to the arrival of the dog at the shelter;

C. In the case of a dog, if such dog, within the time period provided for by law, rule or regulation, is claimed by a person claiming ownership thereof, and such person demonstrates to the satisfaction of the shelter that such dog is a guide dog, hearing dog, service dog or police work dog; or

D. In the case of a cat, if such cat within the time period provided for by law, rule or regulation, is claimed by a person claiming ownership thereof, and such person demonstrates to the satisfaction of such shelter that such cat has a breed show record from the Cat Fancier Association or other similar registry association dated no more than 12 months prior to the date such cat entered such shelter or such person claiming ownership is able to provide proof that such cat has successfully completed the requirements of the Cat Fancier Association or other similar registry association for the title of Champion, Grand Champion or its equivalent, at any time prior to the arrival of the cat at the shelter.

§ 152-8. Dogs at large.

A. (1) It shall be a violation of this section for any owner to permit a dog, whether licensed or unlicensed, to be at large within the Town other than on the owner's premises. For purposes of this section, a dog on a leash of six feet or more shall be considered a "dog at large."

(2) No person shall tether, leash, fasten, secure, restrain, chain or tie a dog to a stationary object outdoors, or cause such animal to be so restrained, for longer than two continuous hours in any continuous twelve-hour period. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash.

(3) Any person who tethers, leashes, fastens, secures, restrains, chains or ties a dog to a stationary object outdoors shall provide such animal with adequate food, water and shelter, and shall restrain the dog with a device having swivels at both ends that is of an adequate length for the type, age and size of the dog being restrained, provided, however, that the requirement to provide adequate food, water and shelter shall not apply to a person who restrains a dog for a period of time that is fifteen minutes or less in duration.

B. Notwithstanding the provisions of this section, no person shall tether, leash, fasten, chain, tie, secure or restrain any dog for any amount of time with a device that:



(1) is a choke collar or pinch collar; or similar collar that restrains the dog in such a manner that it impairs the flow of oxygen or blood to the dog which may cause choking or substantial discomfort to the dog;

(2) is embedded, partially embedded or may become embedded in the dog's skin;

(3) weighs more than 1/8th of the dog's total body weight, but in no event shall such weight exceed 10 pounds;

(4) is less than 10 feet in length for a running cable trolley and 15 feet in length for a tether to a stationary object;

(5) is too short to allow the dog continuous access to adequate food, water, and shelter or to urinate or defecate in an area separate from where it must eat, drink, or lie down;

(6) is not designed for dogs;

(7) has weights attached or contains links that are more than one-quarter inch thick;

(8) because of its design or placement is likely to become entangled around itself, the dog, objects or other animals;

(9) is long enough to allow the animal to move outside of its owner's property; and

(10) would allow the restrained animal to move over an object, including but not limited to any type of fencing or barrier or edge that could result in the strangulation of or injury to such animal.

C. Notwithstanding the provisions of this section, any tether, leash, fastener, chain, tie, or restraint shall be attached to a properly fitting collar or harness designed for this purpose worn by the dog, with enough room between the collar and the dog's throat through which 2 adult fingers may fit, provided however, that such collar or harness is in compliance with subdivision B(1) above.

D. Notwithstanding the provisions of this section, no person shall tether, leash, fasten, chain, tie, secure or restrain any dog for any amount of time if such dog is under 6 months of age.

E. Notwithstanding the provisions of this section, no person shall tether, leash, fasten, chain, tie, secure or restrain more than one dog at a time on a permissible device.

F. Notwithstanding the provisions of this section, no person shall allow a tethered, leashed, fastened, chained, tied, secured or restrained dog to be taunted, prod, hit, harassed, threatened, attacked or otherwise harmed by humans or other animals.

G. Upon a finding of any violation(s) of this section, any dog seized pursuant to the provisions of this Chapter or any other state or federal law, shall be returned to the owner or custodian only upon proof that the violation(s) have been cured.

H. Violations of this section may be supported by evidence including, but not limited to, time-stamped photographs and video, records of complaints, and sworn witness statements.

I. The provisions of this section shall not be construed to prohibit the department, the American Society for the Prevention of Cruelty to Animals, the Nassau County Society for the Prevention of Cruelty to Animals or any law enforcement officer or peace officer from enforcing any other

law, rule or regulation regarding the humane treatment of animals.

J.. The provisions of subdivision (a) of this section shall not apply to the officers or employees of any federal, state or city law enforcement agency.

K. Nothing in this section shall be construed to affect any other protections afforded to animals under any provision of law, including but not limited to, the requirement of adequate shelter pursuant to Section 353-b of the New York State Agriculture and Markets Law.

L. If any clause, sentence, paragraph, subdivision, or part of this section, or the application thereof to a particular person, animal or circumstance, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this section directly involved in the controversy in which such judgment shall have been rendered.

§ 152-9. Nuisances by dogs.

A. It shall be a violation of this section for any person owning, harboring, keeping or in charge of any dog to cause or permit such dog to soil, defile, defecate on or commit any nuisance on any common thoroughfare, sidewalk, passageway, bypath, play area, park or any place where people congregate or walk, or on any public property whatsoever, or on any private property without the permission of the owner of said property.

B. The restriction in this section shall not apply to that portion of street lying between the curb lines which may be used to curb such dog only under the following condition: The person who so curbs such dog shall immediately remove all feces deposited by such dog in sanitary manner.

C. The provisions of this section shall not apply to any blind person accompanied by a guide dog.

§ 152-10. Unattended animals.

A. It shall be a violation of this section for any person to place or confine an animal or permit such animal to be placed or confined or remain in an unattended vehicle without sufficient ventilation or under other conditions or for such a period of time as may endanger the health or well-being of such animal due to heat, lack of water or such other circumstances as reasonably may be expected to cause suffering, disability or death.

B. Nothing in this chapter shall be construed so as to prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles designed and constructed for such purpose.

C. Any police officer, peace officer, public safety officer of the Department of Public Safety of the Town of Hempstead or dog control officer of the Town of Hempstead who finds an animal in a motor vehicle in violation of Subsection A hereof may enter a motor vehicle, without civil or criminal liability, to remove the animal. The person removing the animal shall take said animal or cause said animal to be

delivered to an animal shelter or other place of safekeeping in the Town of Hempstead. This section can be enforced by the American Society for the Prevention of Cruelty to Animals, the Nassau County Society for the Prevention of Cruelty to Animals or any law enforcement officer or peace officer

D. In the event that the owner or custodian of said animal cannot otherwise be located, the person shall leave in a prominent place on or in the vehicle a written notice bearing his name and department and the address where the animal may be claimed by the owner thereof. The animal shelter having custody of the animal shall make reasonable efforts to contact the owner and give notice that the animal is in its custody. The animal shall be surrendered to the owner if the owner claims the animal within 10 days from the time the animal was removed from the vehicle and pays all reasonable charges which have accrued for the maintenance of the animal. If the owner does not claim the animal within the specified time, the animal shelter may place the animal for adoption in accordance with provisions of this chapter and the Agriculture and Markets Law of the State of New York.

E. It shall be a violation of this section for any person to leave a dog unattended outdoors for over thirty minutes in inclement weather or under other conditions or for such a period of time as may endanger the health or well-being of such dog due to heat, lack of water or such other circumstances, such as a weather advisory by any federal, state, county or town government or as reasonably may be expected to cause suffering, disability or death. It shall be a rebuttable presumption that any temperature below 32 degrees Fahrenheit or above 95 degrees Fahrenheit constitutes inclement weather.

§ 152-11. Rabies vaccination required; fee.

A. Any person in the Town owning, harboring or keeping any dog six months of age or over shall be required to have such dog actively vaccinated to prevent rabies.

B. The provisions of Subsection A shall not apply to dogs owned by a nonresident, while passing through the Town, or to dogs brought into the Town, for a period not exceeding 15 days, if entered in any exhibition at any dog show therein and if confined and in immediate charge of the exhibitor, or to dogs actually confined to the premises of incorporated societies, devoted to the care or hospital treatment of lost, strayed or homeless animals, or confined to the premises of public or private hospitals devoted to the treatment of sick animals, or confined for the purposes of research to the premises of colleges or other educational or research institutions, or to dogs actually confined to the premises of a person, firm or corporation actually engaged in the business of breeding or raising dogs for profit and are so licensed as a Class A dealer under the Federal Laboratory Animal Welfare Act.

C. Any dog whose life would be endangered by the administration of the antirabies vaccination either because of old age or other reasons shall be exempted from the requirements of the provisions of Subsection A herein, provided that a written statement certified by a licensed

veterinarian is presented to the Director of the Animal Shelter and Control Division indicating the same.

D. Any owner of a dog willfully failing or refusing to submit his or her dog or dogs immediately for vaccination upon request by a dog control officer, a peace officer acting pursuant to his or her special duties, a police officer or a health officer shall be guilty of a violation.

E. The provisions of this section shall not be deemed to prevent the operation of any other provision of law for the control or prevention of rabies.

F. There shall be a charge imposed to have a dog vaccinated by the Animal Shelter and Control Division. The amount of the aforementioned charge shall be set forth by Town Board Resolution.

#### § 152-12. Severability.

If any section, subsection, sentence, clause, phrase or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the section, subsection, sentence, clause, phrase or part directly involved in the controversy in which such judgment shall have been rendered.

#### § 152-13. Penalties for offenses.

A. An offense against any provision of this chapter except § 152-8 and § 152-10 shall be a violation which shall be punishable by a fine of not less than \$50 and not more than \$100 or imprisonment for not more than 15 days, or both. Any second offense within a two year period carries a fine of not less than \$100 and not more than \$200 or imprisonment for not more than 15 days, or both. The third offense within a two year period carries a fine of not less than \$150 and not more than \$300 or imprisonment for not more than 15 days, or both.

B. Any person who violates the provisions of sections of § 152-8 or any of the rules promulgated thereunder shall, for a first offense, be guilty of a violation punishable by a fine not to exceed \$250 dollars or imprisonment of not more than 15 days or both. In addition to such penalties, any person who violates of § 152-8 and has a previous offense within a one year period shall be guilty of a violation that is punishable not less than \$250 and not more than \$1500 or imprisonment of not more than 15 days or both.

C. An offense against any provision of § 152-10 shall be punishable by a maximum fine of up to \$500 or imprisonment for not more than 15 days, or both. The second offense within two years carries a maximum fine of up to \$1,000 or imprisonment for not more than 15 days, or both. The third offense within two carries a fine of up to \$1500 or imprisonment for not more than 15 days, or both.

D. A defendant charged with a violation of any provision of this chapter may himself or herself plead guilty to the charge in open court. He or she may also submit to the Judge having jurisdiction, in person, by duly authorized agent or by registered mail, a statement that he or she waives arraignment in open court and the aid of counsel; that he or

she pleads guilty to the offense charged; that he or she elects and requests that the charge be disposed of and the fine or penalty fixed by the court; of any explanation that he or she desires to make concerning the offense charged; and that he or she makes all statements under penalty of perjury. Thereupon, the Judge may proceed as though the defendant had been convicted upon a plea of guilty in open court; provided, however, that any imposition of fine or penalty hereunder shall be deemed tentative until such fine or penalty shall have been paid and discharged in full. If upon receipt of the aforesaid statement the Judge shall deny the same, he or she shall thereupon notify the defendant of this fact and that he or she is required to appear before the said magistrate at a stated time and place to answer the charge which shall thereafter be disposed of pursuant to the applicable provisions of law.

Section 2. 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 THE PROPOSED CONTRACT WITH THE  
INCORPORATED VILLAGE OF MALVERNE FOR  
FURNISHING FIRE PROTECTION SERVICES  
IN THE NORTH LYNBROOK FIRE PROTECTION  
DISTRICT.

WHEREAS, the contract for furnishing fire  
protection within the No. Lynbrook Fire Protection  
District has expired and the Incorporated Village of  
Malverne had offered to contract for a five-year period  
commencing January 1, 2013 and ending December 31, 2017  
for the annual sums of \$44,481.00 for the year 2013;  
\$44,926.00 for the year 2014; \$45,375.00 for the year  
2015; \$45,829.00 for the year 2016; and \$46,287.00 for  
the year 2017; and

WHEREAS, the Incorporated Village of Malverne has  
provided satisfactory fire service for the aforesaid  
period; and

WHEREAS, this Town Board deems it in the public  
interest to renew said contract for the period of five  
years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of  
Section 184 of the Town Law of the State of New York, a  
public hearing will be held in the Town Meeting  
Pavilion, Hempstead Town Hall, 1 Washington Street,  
Village and Town of Hempstead, New York, on Tuesday,  
, 2016, at o'clock in the of  
that day, for the purpose of considering the proposal  
of the Incorporated Village of Malverne to contract for  
a further period of five years commencing January 1,  
2013 and ending December 31, 2017, for the aforesaid  
sums; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is  
authorized and directed to publish a notice of said  
public hearing, describing the proposed contract, in  
Newsday, a newspaper having a general circulation  
within the Town of Hempstead, at least once, not less  
than 10 days before the date of the public hearing.

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

AYES:

NOES:

Item# 56

Case# 12362

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on Tuesday, the day of \_\_\_\_\_, 2016, at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposed renewal contract for fire protection with the Incorporated Village of Malverne, for furnishing fire protection services within the Northwest Malverne Fire Protection District, for a period of five (5) years commencing January 1, 2013 and expiring December 31, 2017, for the annual sum of \$342,316.00 for the year 2013; \$345,739.00 for the year 2014; \$349,196.00 for the year 2015; \$352,688.99 for the year 2016; and \$356,215.00 for the year 2017..

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

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto, at the time and place above specified.

Dated: Hempstead, New York  
2016.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

AGREEMENT, made this            day of            , 2016, between the TOWN OF HEMPSTEAD, a municipal corporation having its principal offices at Hempstead Town Hall, 1 Washington Street, Hempstead, Nassau County, New York, on behalf of the NORTHWEST MALVERNE FIRE PROTECTION DISTRICT, hereinafter called the "Protection District," and the INCORPORATED VILLAGE OF MALVERNE, a municipal corporation situate in said Town, having its principal place of business at 99 Church Street, Malverne, Nassau County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of the State of New York, there has been duly established in the Town of Hempstead (hereinafter sometimes referred to as the "Town"), a Fire Protection District known as the Northwest Malverne Fire Protection District, embracing that territory in the Town described in the resolution establishing said District, adopted by the Town Board of the Town, and the resolutions, if there are any, thereafter extending and/or diminishing such District; and

WHEREAS, after a public hearing on due notice, the said Town Board duly authorized an agreement with the Fire Department for fire protection within the territory of the Protection District, for a period of five years upon the terms and conditions herein set forth; and

WHEREAS, this agreement has been duly authorized and consented to by the Fire Department of the Incorporated Village of Malverne, pursuant to Section 209-d of the General



Municipal Law of the State of New York, and also by the Board of Trustees of said Village, after a public hearing on due notice.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire and emergency protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement commencing on the 1<sup>st</sup> day of January, 2013, and ending on the 31<sup>st</sup> day of December, 2017, protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability and to provide emergency, rescue and first aid service, protection and response, should those services be requested and/or required and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization or other underwriting agency approved by the Town, and in such manner as will insure the rating of property within the territory of the Protection District.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sums of \$342,316.00 for the year 2013; \$345,739.00 for the year 2014; \$349,196.00 for the year 2015; \$352,688.00 for the year 2016; and \$356,215.00 for

the year 2017; such sums to be levied and assessed upon the taxable property within the territory of the Protection District and collected with the other Town taxes by the Town.

THIRD: The Fire Department of the Incorporated Village of Malverne is the Volunteer Department under the jurisdiction of the Incorporated Village of Malverne which renders the fire protection and emergency services to be furnished hereunder. All such payments are to be forwarded to the Village Treasurer of the Fire Department.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Protection District pursuant to the Volunteer Firemen's Benefit Law, and, the Village/Fire Department, hereby agrees to provide all liability insurance necessary to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement. Therefore, the Village/Fire Department shall annually provide to the Town Clerk and the Town Attorney, appropriate certificates of insurance, naming the Northwest Malverne Fire Protection District and the Town of Hempstead as additional insured providing liability insurance in an amount of no less than one million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 202-a, subdivision 17(a) of the Village Law of the State of New York, all of

which prohibit discrimination in membership of Volunteer Fire Departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of  
NORTHWEST MALVERNE FIRE  
PROTECTION DISTRICT

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF MALVERNE

By \_\_\_\_\_  
Mayor

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON THE PROPOSED CONTRACT WITH THE  
INCORPORATED VILLAGE OF MALVERNE FOR  
FURNISHING FIRE PROTECTION SERVICES  
IN THE NORTHWEST MALVERNE FIRE PROTECTION  
DISTRICT.

WHEREAS, the contract for furnishing fire  
protection within the Northwest Malverne Fire  
Protection District has expired and the Incorporated  
Village of Malverne has offered to contract for a  
further five-year period commencing January 1, 2013 and  
ending December 31, 2017 for the annual sums of  
\$342,316.00 for the year 2013; \$345,739.00 for the year  
2014; \$349,196.00 for the year 2015; \$352,688.00 for  
the year 2016; and \$356,215.00 for the year 2017; and

WHEREAS, this Town Board deems it in the public  
interest to renew said contract for a further period of  
three years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of  
Section 184 of the Town Law of the State of New York, a  
public hearing will be held in the Town Meeting  
Pavilion, Hempstead Town Hall, 1 Washington Street,  
Village and Town of Hempstead, New York, on Tuesday,  
, 2016, at 10:30 o'clock in the forenoon  
of that day, for the purpose of considering the  
proposal of the Incorporated Village of Malverne to  
contract for the period of three years commencing  
January 1, 2013 and ending December 31, 2017; and, BE  
IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is  
authorized and directed to publish a notice of said  
public hearing, describing the proposed contract, in  
Newsday, a newspaper having a general circulation  
within the Town of Hempstead, at least once, not less  
than 10 days before the date of the public hearing.

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

AYES:

NOES:

Item # 57  
Case # 4209

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on Tuesday, the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposed renewal contract for fire protection with the Incorporated Village of Malverne, for furnishing fire protection services within the North Lynbrook Fire Protection District, for a period of five (5) years commencing January 1, 2013 and expiring December 31, 2017, for the annual sum of \$44,481.00 for the year 2013; \$44,926.00 for the year 2014; \$45,375.00 for the year 2015; \$45,829.00 for the year 2016; and \$46,287.00 for the year 2017.

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

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto, at the time and place above specified.

Dated: Hempstead, New York  
2016.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

AGREEMENT, made this            day of            , 2016, between the TOWN OF HEMPSTEAD, a municipal corporation having its principal offices at Hempstead Town Hall, 1 Washington Street, Hempstead, Nassau County, New York, on behalf of the NORTH LYNBROOK FIRE PROTECTION DISTRICT, hereinafter called the "Protection District," and the INCORPORATED VILLAGE OF MALVERNE, a municipal corporation situate in said Town, having its principal place of business at 99 Church Street, Malverne, Nassau County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of the State of New York, there has been duly established in the Town of Hempstead (hereinafter sometimes referred to as the "Town"), a Fire Protection District known as the North Lynbrook Fire Protection District, embracing that territory in the Town described in the resolution establishing said District, adopted by the Town Board of the Town, and the resolutions, if there are any, thereafter extending and/or dismissing such District; and

WHEREAS, after a public hearing on due notice, the said Town duly authorized an agreement with the Fire Department for fire protection within the territory of the Fire Protection District, for a period of five (5) years upon the terms and conditions herein set forth; and

WHEREAS, this agreement has been duly authorized and consented to by the Fire Department of the Incorporated Village of Malverne pursuant to Section 209-d of the General

Municipal law of the State of New York, and also by the Board of Trustees of said Village, after a public hearing on due notice.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire and emergency protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement commencing on the 1<sup>st</sup> day of January, 2013, and ending on the 31<sup>st</sup> day of December, 2017, protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability and to provide emergency, rescue and first aid service, protection and response, should those services be requested and/or required and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization or other underwriting agency approved by the Town, and in such manner as will insure the rating of property within the territory of the Protection District.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sums of \$44,481.00 for the year 2013; \$44,926.00 for the year 2014; \$45,375.00 for the year 2015; \$45,829.00 for the year 2016; and \$46,287.00 for the

year 2017; such sums to be levied and assessed upon the taxable property within the territory of the said Protection District and collected with the other Town taxes by the Town.

THIRD: The Fire Department of the Incorporated Village of Malverne is the Volunteer Department under the jurisdiction of the Incorporated Village of Malverne which renders the fire protection and emergency services to be furnished hereunder. All such payments are to be forwarded to the Village Treasurer of the Fire Department.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Protection District pursuant to the Volunteer Firemen's Benefit Law, and, the Village/Fire Department, hereby agrees to provide all liability insurance necessary to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement. Therefore, the Village/Fire Department shall annually provide to the Town Clerk and the Town Attorney, appropriate certificates of insurance, naming the North Lynbrook Fire Protection District and the Town of Hempstead as additional insured providing liability insurance in an amount of no less than one million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 202-a, subdivision 17(a) of the Village Law of the State of New York, all of which prohibit discrimination in membership of Volunteer Fire Departments.



IN WITNESS WHEREOF, the parties hereto have duly  
executed and delivered this agreement the day and year first  
above written.

TOWN OF HEMPSTEAD on behalf of  
NORTH LYNBROOK FIRE PROTECTION  
DISTRICT

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF MALVERNE

By \_\_\_\_\_  
Mayor

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON  
APPLICATION OF FRIENDS REALTY, LLC FOR PERMIT TO  
INCLUDE EXISTING GASOLINE SERVICE STATION WITHIN  
"GSS" DISTRICT AT ELMONT, NEW YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that a public hearing will be held  
at o'clock in the forenoon of that day, in the Town  
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,  
Hempstead, New York, to consider the application of  
FRIENDS REALTY, LLC for permit to include existing gasoline  
service station with "GSS" District to install (2)  
additional storage tanks, each with the capacity of  
10,000 gallons, on the s/si of Linden Blvd. 450.448' w/of  
Finn: St. on the premises located at ELMONT, New York, and  
BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is  
directed to publish notice thereof once a week for two  
successive weeks in Newsday.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

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 \_\_\_\_\_ at \_\_\_\_\_ o'clock in the forenoon of that day for the purpose of considering the application of FRIENDS REALTY, LLC for a permit to include existing gasoline service station within "GSS" District to install (2) additional storage tanks, each with the capacity of 10,000 gallons, on the s/si of Linden Blvd. 450.448' w/of Finns St. on the following premises at ELMONT, New York:

A parcel of property located on the s/si of Linden Blvd. 450.448' w/of Finn St. known as 245-247 Linden Blvd. situated in Elmont, Town of Hempstead, County of Nassau, and State of New York.

Maps pertaining to said proposal is on file with the application above mentioned in the Office of the undersigned and may be viewed during office hours.

All persons interested in the subject matter will be given an opportunity to be heard at the time and place above designated.

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

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Dated: 2016  
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF KATIE BAKER AS SENIOR  
CITIZENS' PROGRAM DEVELOPMENT AIDE,  
IN THE DEPARTMENT OF SENIOR  
ENRICHMENT.

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

RESOLVED, that Katie Baker, now serving as Mini-Bus Driver, in the Department of Senior Enrichment, be and hereby is appointed Senior Citizens' Program Development Aide, Non Competitive, Ungraded, at an annual salary of \$77,914, in the Department of Senior Enrichment, by the Commissioner of the Department of Senior Enrichment and ratified by the Town Board of the Town of Hempstead effective March 30, 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 PATRICK BENTIVEGNA,  
JR. AS LABORER I, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

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

RESOLVED, that Patrick Bentivegna, Jr. be and hereby is appointed Laborer I,  
Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 14, 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 GIANNI BENVENUTO AS  
HIGHWAY ROAD REPAIR CREW CHIEF, IN  
THE DEPARTMENT OF HIGHWAY.

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

RESOLVED, that Gianni Benvenuto, now serving as Labor Crew Chief II, in the Department of Highway, be and hereby is appointed Highway Road Repair Crew Chief, Non Competitive, Grade 19, Step 11 (L), Salary Schedule C, \$96,183, in the Department of Highway, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective March 30, 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: PROVISIONAL PROMOTION FOR WALTER  
CARLOCK TO INSPECTOR, IN THE  
DEPARTMENT OF PUBLIC SAFETY.

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

RESOLVED, that Walter Carlock, now serving as Chief Public Safety Officer, Competitive, Permanent, in the Department of Public Safety, be and hereby is provisionally promoted to Inspector, Competitive, Provisional, Ungraded, at an annual salary of \$139,000, by the Commissioner of the Department of Public Safety, and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL CERNIGLIA AS  
LABORER II, IN THE DEPARTMENT OF  
SANITATION.

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

RESOLVED, that Michael Cerniglia, now serving as Laborer I, in the Department of Sanitation, be and hereby is appointed Laborer II, Non Competitive, Grade 11, Step 12 (M), Salary Schedule C, \$77,762, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 30, 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 RICHARD CITTADINO AS  
EQUIPMENT OPERATOR II, IN THE  
DEPARTMENT OF HIGHWAY.

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

RESOLVED, that Richard Cittadino, now serving as Equipment Operator I, in the Department of Highway, be and hereby is appointed Equipment Operator II, Non Competitive, Grade 12, Step 9 (J), Salary Schedule C, \$72,212, in the Department of Highway, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective March 30, 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 ANTOINETTE COHEN AS  
CLERK II, IN THE DEPARTMENT OF WATER,  
FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Antoinette Cohen has passed the examination for the position of Clerk II, Civil Service List No. 70-712, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Antoinette Cohen, now serving as Clerk I, in the Department of Water, be and hereby is appointed Clerk II, Competitive, Permanent, Grade 8, Step 7 (H), Salary Schedule C \$57,867, from the civil service list, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective March 30, 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 DEBORAH FAAS,  
CLERK LABORER, IN THE DEPARTMENT OF  
WATER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Deborah Faas, Clerk Laborer, in the Department of Water, be and hereby is increased to Grade 9, Step 8 (I), Salary Schedule C, \$65,228, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL FIRMBACH 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 Michael Firmbach, now serving as Maintenance  
Mechanic I, in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief I,  
Non Competitive, Grade 13, Step 13 (N), Salary Schedule C, \$85,548, 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 30, 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: TRANSFER OF AMELIA HANDEL, RADIO-  
TELEPHONE OPERATOR, FROM THE  
DEPARTMENT OF WATER TO THE  
DEPARTMENT OF CONSERVATION AND  
WATERWAYS.

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

RESOLVED, that Amelia Handel, Radio-Telephone Operator, be and hereby is transferred from the Department of Water to the Department of Conservation and Waterways, with no change in salary, by the Acting Commissioner of the Department of Conservation and Waterways and the Town of Hempstead Civil Service Commission and ratified by the Town Board of the Town of Hempstead effective March 17, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve 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 WILLIAM  
HENDRICK, DEPUTY TOWN ATTORNEY, IN  
THE OFFICE OF THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for William Hendrick, Deputy Town Attorney, in the Office of the Town Attorney, be and hereby is increased to \$111,125, Ungraded, by the Town Attorney and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF ELIZABETH HOFFNER,  
OFFICE AIDE, FROM THE DEPARTMENT OF  
BUILDINGS TO THE DEPARTMENT OF  
CONSERVATION AND WATERWAYS.

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

RESOLVED, that Elizabeth Hoeffner, Office Aide, be and  
hereby is transferred from the Department of Buildings to the Department of Conservation and  
Waterways, with no change in salary, by the Acting Commissioner of Conservation and Waterways  
and ratified by the Town Board of the Town of Hempstead effective March 30, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twelve 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 CHARLES KOVIT,  
CHIEF DEPUTY TOWN ATTORNEY, IN THE  
OFFICE OF THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Charles Kovit, Chief Deputy Town Attorney, in the Office of the Town Attorney, be and hereby is increased to \$148,901, Ungraded, by the Town Attorney and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR IRA LACOFF,  
LABOR CREW CHIEF II, 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 Ira Lacoff, Labor Crew Chief II, in the Department of Parks and Recreation, be and hereby is increased to Grade 15, Step 12 (M), Salary Schedule C, \$88,699, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARK LAURICELLA  
AS LAW ASSISTANT, IN THE OFFICE OF  
THE TOWN ATTORNEY.

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

WHEREAS, Mark Lauricella has resigned his position as  
Community Research Assistant, in the Office of the Receiver of Taxes, NOW, BE IT

RESOLVED, that Mark Lauricella be and hereby is appointed  
Law Assistant, Exempt, Ungraded, at an annual salary of \$72,782, in the Office of the  
Town Attorney, by the Town Attorney 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 JEROME MARTIN,  
LABOR CREW CHIEF II, IN THE DEPARTMENT  
OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Jerome Martin, Labor Crew Chief II, in the Department of Sanitation, be and hereby is increased to Grade 15, Step 13 (N), Salary Schedule C, \$92,190, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MOSES  
NEWSOME, MAINTENANCE ELECTRICIAN, IN  
THE DEPARTMENT OF GENERAL SERVICES,  
TRAFFIC CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Moses Newsome, Maintenance Electrician, in the Department of General Services, Traffic Control Division, be and hereby is increased to Grade 12, Step 13 (N), Salary Schedule C, \$83,013, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF KENNETH  
PRITCHARD AS COMMISSIONER,  
DEPARTMENT OF SANITATION.

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

RESOLVED, that Kenneth Pritchard be and hereby is appointed  
Commissioner, Department of Sanitation, Unclassified, Ungraded, at an annual salary of \$185,000,  
by the Supervisor of the Town of Hempstead, and ratified by the Town Board of the Town of  
Hempstead effective March 28, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR LINDA REED,  
EXECUTIVE ASSISTANT TO 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 Linda Reed, Executive Assistant to  
Town Board, in the Office of the Town Board, Councilmatic District #5, be and hereby is increased to  
\$146,117, Ungraded, by the Supervisor of the Town of Hempstead and ratified by the Town Board of the  
Town of Hempstead effective March 30, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR FREDERICK  
ROOKE, EQUIPMENT OPERATOR III, 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 Frederick Rooke, Equipment Operator III, in the Department of Parks and Recreation, be and hereby is increased to Grade 14, Step 11 (L), Salary Schedule C, \$82,709, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANTONIO  
SCANDIFFIO, COMMUNITY RESEARCH  
ASSISTANT, IN THE DEPARTMENT OF  
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Antonio Scandiffio, Community Research Assistant, in the Department of Sanitation, be and hereby is increased to \$83,573, ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 30, 2016.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF JUDY ZEITLIN,  
ADMINISTRATIVE OFFICER II, FROM THE  
OFFICE OF THE TOWN BOARD TO THE  
DEPARTMENT OF WATER.

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

RESOLVED, that Judy Zeitlin, Administrative Officer II, be and  
hereby is transferred from the Office of the Town Board to the Department of Water, with no change in  
salary, by the Commissioner of the Department of Water and the Town of Hempstead Civil Service  
Commission and ratified by the Town Board of the Town of Hempstead effective March 17, 2016 and  
BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES: