

**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 curblineline 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 curblineline 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 curblineline of Oak Ct., east for a distance of 330 feet.

BELLEROSSE 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline of Clifton Boulevard, south for a distance of 39 feet.

*Case No. 29449*

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

**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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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

**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.<br><br>STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on William St. shall come to a full stop.<br><br>STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Elizabeth St. shall come to a full stop.<br><br>STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Henry St. shall come to a full stop.<br><br>STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Olsen St. shall come to a full stop.<br><br>STUART AVENUE (TH 69/16) STOP – all traffic traveling northbound on Law St. shall come to a full stop.<br><br>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

Case No. 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 197-2 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

Case No. 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 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 12th 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 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.

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 29, 2016

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

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor

Case # 15720

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 12th 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 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.

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 29, 2016

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

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor

Coco #171134

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 April 12, 2016 at 10:30 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: March 29, 2016  
Hempstead, N.Y.

Case #29298

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF ELMONT MEMORIAL HIGH SCHOOL  
COLUMBUS FOR A PARADE PERMIT FOR A PARADE HELD IN  
ELMONT, NEW YORK, ON APRIL 2, 2016.

WHEREAS, Patricia Justin of Elmont, New York, Director of Student  
Activities, of Elmont Memorial High School, Elmont, New York has filed an  
application with the Town Clerk of the Town of Hempstead, for a Parade Permit  
for a Parade held in Elmont, New York, on April 2, 2016, from 10 :00 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 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 Patricia  
Justin, Director of Student Activities of Elmont Memorial High School, Elmont,  
New York, 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# 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 THE SEAFORD LITTLE LEAGUE FOR  
A PARADE PERMIT FOR A PARADE HELD IN SEAFORD, NEW  
YORK, ON APRIL 9, 2016; RAIN DATE: APRIL 16, 2016.

WHEREAS, Kevin Crean of Seaford, New York, Secretary, of the  
Seaford Little League, Seaford, New York has filed an application with the Town  
Clerk of the Town of Hempstead, for a Parade Permit for a Parade held in  
Seaford, New York, on April 9, 2016; Rain Date: 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 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 Kevin  
Crean, Secretary of the Seaford Little League, Seaford, New York, 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



ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE NASSAU COUNTY DEPARTMENT OF PARKS FOR A PARADE PERMIT FOR A K-RUN (LONG ISLAND MARATHON) TO BE HELD IN UNIONDALE, NEW YORK, ON APRIL 30, 2016.

WHEREAS, Tedd Bial, of East Meadow, New York, Race Management Team, of Long Island Marathon, East Meadow, 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 Uniondale, New York, on April 30, 2016 from 8:00 a.m. to 10:00 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 Tedd Bial, Race Management Team, of the Long Island Marathon, East Meadow, 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. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE NASSAU COUNTY DEPARTMENT OF PARKS FOR A PARADE PERMIT FOR A K-RUN (LONG ISLAND MARATHON) TO BE HELD IN PART IN UNIONDALE, WESTBURY, WANTAGH AND EAST MEADOW NEW YORK, ON MAY 1, 2016.

WHEREAS, Tedd Bial, of East Meadow, New York, Race Management Team, of Long Island Marathon, East Meadow, 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 part in Uniondale, Westbury, Wantagh and East Meadow New York, on May 1, 2016 from 8:00 a.m. to 2:00 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 Tedd Bial, Race Management Team, of the Long Island Marathon, East Meadow, 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 #

1

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE WEST  
HEMPSTEAD LITTLE LEAGUE FOR A PARADE PERMIT FOR  
PARADE TO BE HELD IN WEST HEMPSTEAD, NEW YORK, ON  
APRIL 16, 2016.

WHEREAS, George DiGiovani, of West Hempstead, New York,  
Secretary, of West Hempstead Little League, West Hempstead, 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 West Hempstead, New York, on April 16, 2016,  
from 9:45 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 George DiGiovani,  
Secretary, of the West Hempstead Little League, West Hempstead, 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. 25843

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF CENTRAL  
NASSAU LITTLE LEAGUE FOR A PARADE PERMIT FOR PARADE  
TO BE HELD IN WESTBURY, NEW YORK, ON APRIL 16, 2016.

WHEREAS, Jeff DeLuca, of Westbury, New York, Safety Officer, of  
Central Nassau Little League, Westbury, 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 Westbury, New York, on April 16, 2016 from 11:00 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 Jeff DeLuca, Safety Officer,  
of the Central Nassau Little League, 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.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE ATTENDANCE OF AN EMPLOYEE OF THE DEPARTMENT OF GENERAL SERVICES FOR A COURSE RELEVANT TO EMPLOYMENT IN THE DEPARTMENT OF GENERAL SERVICES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, Triangle Tube, 1 Triangle Lane, Blackwood, New Jersey 08012 offered a course entitled Triangle Tube Boiler Training Course; and

WHEREAS, the course is considered job-related to the employment of Drew Hanson, Building Maintenance Supervisor 1 in the Department of General Services and has been approved by the Department Head, and the Educational and Higher skill Training Program Committee for reimbursement; and

WHEREAS, the tuition fee for the course was \$269.00 (Two Hundred Sixty Nine Dollars); and

WHEREAS, Drew Hanson, Building Maintenance Supervisor 1 has taken and successfully completed the course; and

WHEREAS, it is deemed to be in the public interest that Drew Hanson, Building Maintenance Supervisor 1 in the Department of General Services be reimbursed for the tuition for the above stated course in an amount not to exceed \$269.00 (Two Hundred Sixty Nine Dollars); and

NOW, THEREFORE, BE IT

RESOLVED, that upon presentation of satisfactory evidence of a passing grade, that the tuition fee in connection with such attendance be reimbursed to Drew Hanson, Building Maintenance Supervisor 1, 21 North Road, Bellmore, New York 11710, in an amount not to exceed \$269.00 (Two Hundred Sixty Nine Dollars) and such expense be charged against and paid out of the Department of General Services Account Number 010-001-1490-4040, Office Expenses.

The following resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

18077

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE ATTENDANCE OF AN EMPLOYEE OF THE DEPARTMENT OF GENERAL SERVICES FOR A COURSE RELEVANT TO EMPLOYMENT IN THE DEPARTMENT OF GENERAL SERVICES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, DST-NY, LLC, 1177 Sunrise Highway Copiague, New York 11726 offered a course entitled New York State Backflow Tester Certification Course; and

WHEREAS, the course is considered job-related to the employment of William Curtin, Maintenance Plumber Crew Chief in the Department of General Services and has been approved by the Department Head, and by the Educational and Higher Skill Training Program Committee for reimbursement; and

WHEREAS, the tuition fee for the course was \$700.00 (Seven Hundred Dollars); and

WHEREAS, William Curtin, Maintenance Plumber Crew Chief has taken and successfully completed the course; and

WHEREAS, it is deemed to be in the public interest that William Curtin, Maintenance Plumber Crew Chief in the Department of General Services be reimbursed for the tuition for the above stated course in an amount not to exceed \$700.00 (Seven Hundred Dollars); and

NOW, THEREFORE, BE IT

RESOLVED, that upon presentation of satisfactory evidence of a passing grade that the tuition fee in connection with such attendance be reimbursed to William Curtin, Maintenance Plumber Crew Chief, 12 Circle Lane, Levittown, New York 11756, in an amount not to exceed \$700.00 (Seven Hundred Dollars) and such expense be charged against and paid out of the Department of General Services Account Number 010-001-1490-4040, Office Expenses.

The following resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

18077

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE ATTENDANCE OF AN EMPLOYEE OF THE DEPARTMENT OF GENERAL SERVICES FOR COURSES RELEVANT TO EMPLOYMENT IN THE DEPARTMENT OF GENERAL SERVICES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, Nassau Boces Adult Evening Program, 1196 Prospect Avenue, Westbury, New York 11590 offered courses entitled Gas Burner and Plumbing II; and

WHEREAS, said courses are considered job-related to the employment of Thomas Fox, Maintenance Mechanic 1 in the Department of General Services and have been approved by the Department Head, and by the Educational and Higher Skill Training Program Committee for reimbursement; and

WHEREAS, the tuition fees for the courses were \$550.00 (Five Hundred Fifty Dollars) for Gas Burner Course, and \$800.00 (Eight Hundred Dollars) for Plumbing II Course; and

WHEREAS, Thomas Fox, Maintenance Mechanic 1 has taken and successfully completed the courses; and

WHEREAS, it is deemed to be in the public interest that Thomas Fox, Maintenance Mechanic 1 in the Department of General Services be reimbursed for the tuition for the above stated courses in an amount not to exceed \$1000.00 (One Thousand Dollars); and

NOW, THEREFORE, BE IT

RESOLVED, that upon presentation of satisfactory evidence of a passing grade that the tuition fee in connection with such attendance be reimbursed to Thomas Fox, Maintenance Mechanic 1, 43 Wilson Street, East Rockaway, New York 11518, in an amount not to exceed \$1000.00 (One Thousand Dollars) and such expense be charged against and paid out of the Department of General Services Account Number 010-001-1490-4040, Office Expenses.

The following resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

4

Case #

18077

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT TO OBTAIN MEMBERSHIP IN THE LONG ISLAND COMMUNITY DEVELOPMENT ORGANIZATION IN CONNECTION WITH THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT PROGRAMS.**

**WHEREAS**, the Department of Planning and Economic Development, Town of Hempstead, is directly involved in Federally Funded Community Development Programs; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development proposes that the Department of Planning and Economic Development obtain membership from January 1, 2016 to December 31, 2016 in the Long Island Community Development Organization (LICDO). This membership will provide positive benefits in the successful implementation of the Federally Funded Community Development Program; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development proposes that seven (7) Department of Planning and Economic Development employees attend and participate in the quarterly meetings; and

**WHEREAS**, the annual cost of agency membership is SEVENTY FIVE and 00/100 (\$75.00) DOLLARS; and

**WHEREAS**, the attendance at each quarterly meeting is FIFTY and 00/100 (\$50.00) Dollars; and

**WHEREAS**, the Town Board deems the proposed action to be in the best interest of the Town of Hempstead.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to obtain membership in the Long Island Community Development Organization; and

**BE IT FURTHER RESOLVED** that the Supervisor is hereby authorized to make payment to the LONG ISLAND COMMUNITY DEVELOPMENT ORGANIZATION, not to exceed the amount of ONE THOUSAND FOUR HUNDRED FIFTY and 00/100 (\$1,450.00) DOLLARS, for membership dues for the year 2016 and for the seven (7) Department of Planning and Economic Development employees' participation in attendance of the four (4) meetings of the Long Island Community Development Organization. Upon presentation of the proper claim voucher said payments to be made out and charged against the Department of Planning and Economic Development Block Grant Administrative Funds.

The foregoing resolution was adopted on roll call as follows:

AYES: ( )

NOES: ( )



CASE NO.

RESOLUTION NO.

Adopted:

adoption:

Offered the following resolution and moved its

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO PAY  
INDIVIDUAL MEMBERSHIP DUES TO THE BUILDING INSPECTORS  
ASSOCIATION OF NASSAU COUNTY FOR ALL CODE ENFORCEMENT  
OFFICERS OF THE TOWN BUILDING DEPARTMENT

WHEREAS, New York State Department of State, requires a minimum of 24 hours of in-service training for Code Enforcement Officers, certified by New York State.

WHEREAS, it continues to be in the Town's best interest to sponsor the membership in B.I.A.N.C.O for all Code Enforcement Officers of the Building Department. Such membership in B.I.A.N.C.O and attendance at the in-service training classes they provide in conformance with New York State Department of State mandates the Code Enforcement Officers to maintain their accreditation as required by state law.

WHEREAS, the Commissioner of the Department of Buildings has requested payment for all Code Enforcement Officers of the Building Department be made for membership for the year May 1, 2016 to April 30, 2017 to the Building Inspectors Associations of Nassau County to facilitate compliance with said New York State Department of State education requirements.

NOW, THEREFORE, BE IT

RESOLVED, that the supervisor is hereby authorized to pay individual memberships currently \$85.00 annually, at a total cost of \$4,505.00 for the department's current staff to be paid out of and charged against the department of buildings office expense account 030-002-3620-4040 with payments made to Building Inspectors Association of Nassau County, 1 Washington Street, Hempstead, New York 11550.

The forgoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

3003

CASE NO.

RESOLUTION NO.

ADOPTED:

Council  
resolution and moved its adoption:

offered the following

RESOLUTION DECLARING CERTAIN VEHICLES AND OTHER EQUIPMENT  
ASSIGNED TO THE TOWN OF HEMPSTEAD DEPARTMENT OF CONSERVATION  
AND WATERWAYS OBSOLETE AND AUTHORIZING THE DISPOSAL THEREOF.

WHEREAS, the Town of Hempstead Department of Conservation  
and Waterways, has vehicles and other equipment which has been out of  
service for several years; and

WHEREAS, the below vehicles and other equipment have been  
deemed to be not repairable and obsolete:

<u>Vehicle</u>	<u>ID #</u>
2001 Ford Explorer	1FMZU72E71ZA50304AE3714
2001 Chevrolet 2500HD Pickup	1GCHK23UX1F138571K19370
2001 Chevrolet 1500 Pickup	1GCEK19V61E313109AE3693
2001 Chevrolet Astro Van AWD	1GC DL19W21B151160AE3694
2001 Chevrolet Suburban	1GNEK13V81J22352K1711
5 Ton Military	NSN-2320-01-0478769
5 Ton Military	NSN-2320-01-0478756
5 Ton Military	05A-1750-C123-10008

NOW, THEREFORE, BE IT

RESOLVED, that the above described vehicles and other  
equipment be and they hereby are declared to be obsolete in their  
primary function; and BE IT FURTHER

RESOLVED, that the Commissioner of the Department of  
Purchasing be hereby authorized to advertise for bids for the sale and  
disposal of said vehicles and other equipment; and BE IT FURTHER

RESOLVED, that the Supervisor be and hereby is authorized to  
deposit any proceeds derived from such sale and disposal in the proper  
Town Fund.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

7

Case #

18081

CASE NO.

RESOLUTION NO.

ADOPTED:

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

RESOLUTION ACCEPTING BID FOR THE SALE OF OBSOLETE VEHICLES AND EQUIPMENT IN THE DEPARTMENT OF PARKS AND RECREATION (FORMAL BID #4-2016)

WHEREAS, this Town Board adopted Resolution No. 9-2016, declaring the vehicles and equipment specified therein and listed below to be obsolete; and

WHEREAS, the Director of Purchasing, on behalf of the Department of Parks and Recreation advertised for bids for the sale of obsolete vehicles and equipment; and

WHEREAS, the following is a list of the obsolete vehicles and equipment:

<u>Veh. #</u>	<u>Year &amp; Make</u>	<u>Plate #</u>	<u>Vin #</u>
88	1996 CHEVY CORSICA	AC9183	1G1LD5543TY285138
113	2001 CHEVY PU	AB9141	1GCDDT19W91K129706
222	1997 FORD DUMP	AC1711	1FDXF80EXVVA29308
322	1990 TROJAN LOADER	AD5071	T201968
327	2000 FERMEC LOADER	AC9169	SMFC44NCDY6EN0616
407	1988 CASE TRACTOR	AD7741	000B021481
465	1988 CHRIS CAR CARRIER	AB3492	1C9C21629JW349530
# 1	HUSTLER		
# 2	DUMPSTER		
# 3	DUMPSTER		
# 4	DUMPSTER		
# 5	SANDER		
# 6	SANDER		
# 7	SANDER		
# 8	HUSTLER DECK		
# 9	DUMPSTER		
#10	AIR FLOW SANDER		
#11	AIR FLOW SANDER		
#21	AIR FLOW SANDER		
222	SANDER		
238	AIR FLOW SANDER		
ZTA272	HUSTLER DECK		
ZTA274	SNOW BLOWER		
ZTE091	HUSTLER		
ZTE109	HUSTLER		
ZTE110	HUSTLER		
ZTE124	HUSTLER		

and

WHEREAS, the only bid submitted pursuant to such advertisement was opened and read in the office of the Director of Purchasing on Tuesday, March 15, 2016, and

WHEREAS, the following bid was referred to the Department of Parks and Recreation for examination and report:

Gershow Recycling	\$1,850.00
71 Peconic Avenue	
Medford, NY 11763	

WHEREAS, the Department of Parks and Recreation has reported that Gershow Recycling, 71 Peconic Avenue, Medford, NY 11763 submitted the only bid for the sale of obsolete vehicles and equipment.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized to accept such bid from Gershow Recycling in the amount of \$1,850.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 18081

Case No.

Resolution No

Adopted:

Council  
resolution and moved its adoption:

offered the following

RESOLUTION AUTHORIZING ACCEPTANCE OF A DONATED FENCE  
AT THE EAST END OF KINGSTON BLVD., ISLAND PARK, NY,  
AKA SECTION 43, BLOCK 88.

WHEREAS, the Town has been petitioned by letter from Mr. and  
Mrs. Henry M. Monteverde residing at 230 Kingston Blvd., Island Park, NY  
11558, dated November 22, 2015; and

WHEREAS, said letter requests that a fence installed by the  
petitioner(s) to mitigate the effects of bay flotsam, on Town property,  
AKA Section 43, Block 88, described as a four foot high stockade wood fence  
and four foot with a four foot wide gate providing access to Town property  
for the public, located on the north side at the east street end of Kingston  
Blvd., Island Park, NY, be donated to the Town of Hempstead; and

WHEREAS, the said purpose of the fence includes but is not  
limited to: the protection of the surrounding properties, the paving of  
the road and private vehicles during actual and potential damages from  
tidal debris as a result of normal and storm induced high tide events;  
and

WHEREAS, the petitioner(s) agree to donate a fence in good  
condition at no cost to the Town, subject to Town inspection from time  
to time, during their residence at the above address;

WHEREAS, it is in the best interest of the Town Board to  
grant permission and accept the petition of the above mentioned parties;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized  
to accept said donation on behalf of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

9

Case #

21943

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 ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF VAN BUREN PLACE 280 FEET EAST OF EASTERN PARKWAY SEC 54, BLOCK 357, AND LOT (S) 795-796, A/K/A 1122 VAN BUREN 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 1122 Van Buren 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. 588-2015 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, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 1122 Van Buren Place, Baldwin; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$860.00, the cost associated with the emergency services provided at 1122 Van Buren 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

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10

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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 \$860.00 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 ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF JOHNSON AVENUE 50 FEET EAST OF STONE STREET SEC 32, BLOCK 460, AND LOT (S) 31, A/K/A 1665 JOHNSON 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 1665 Johnson Avenue, Elmont, 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. 560-2015 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, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 1665 Johnson Avenue, Elmont; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,200.00, the cost associated with the emergency services provided at 1665 Johnson 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

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10

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 \$1,200.00 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 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, 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 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 1141 Hempstead Turnpike, Franklin Square; 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 1141 Hempstead Turnpike, Franklin Square; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,120.00, 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

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BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,120.00 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 ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH A DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF SARATOGA BOULEVARD 260 FEET EAST OF BROADWAY. SEC 43, BLOCK 76, AND LOT (S) 19-20, A/K/A 178 SARATOGA BOULEVARD, ISLAND PARK, 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 178 Saratoga Boulevard, Island Park, 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. 713-2015 adopted June 9, 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, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 178 Saratoga Boulevard, Island Park; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,360.00, the cost associated with the emergency services provided at 178 Saratoga Boulevard, Island Park, New York

NOW, THEREFORE, BE IT

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

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BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,360.00 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 ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, SAID PREMISE LOCATED ON THE EAST SIDE OF WILSON PLACE 44.82 FEET SOUTH OF FULTON STREET SEC 55, BLOCK 336, AND LOT (S) 60, A/K/A 2 WILSON PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located 2 Wilson Place, Roosevelt, 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. 914-2015 adopted August 4, 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, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 2 Wilson Place, Roosevelt; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$930.00, the cost associated with the emergency services provided at 2 Wilson Place, Roosevelt, New York

NOW, THEREFORE, BE IT

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

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

Item #

10

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6542

that the sum of \$930.00 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 ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF JACKSON AVENUE 25 FEET SOUTH OF ATLANTIC VIEW AVENUE. SEC 65, BLOCK 182, AND LOT(S) 22-23, A/K/A 2479 A JACKSON AVENUE, SEAFORD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located 2479 A Jackson Avenue, 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. 216-2015 adopted February 24, 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, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 2479 A Jackson Avenue, Seaford; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$740.00, the cost associated with the emergency services provided at 2479 A Jackson Avenue, 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

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

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that the sum of \$740.00 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 SOUTHEAST OF MILBURN AVENUE AND VERTHA DRIVE. SEC 54, BLOCK 590, AND LOT (S) 31, A/K/A 8 MILBURN AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 8 Milburn Avenue, Baldwin, 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 secure one (1) thirty three inch by eighty inch (33" x 80") door with with one half inch (1/2") four (4) ply plywood, board two (2) eighteen inch by thirty four inch (18" x 34") windows with one half inch (1/2") four (4) ply plywood, provide and install one (1) lock and chain, provide and install two (2) locks, located at 8 Milburn Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$227.86, the cost associated with the emergency services provided at 8 Milburn Avenue, 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

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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 \$227.86 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 VAN BUREN PLACE, 280 FEET EAST OF EASTERN PARKWAY. SEC 54, BLOCK 357, AND LOT (S) 795-796, A/K/A 1122 VAN BUREN 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 open and abandoned structure located at 1122 Van Buren Place, Baldwin; and

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

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

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

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

WHEREAS, on March 17, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to resecure one (1) three foot by seven foot (3' x 7') existing boarded door, located at 1122 Van Buren Place, Baldwin;

WHEREAS, on July 20, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to resecure one (1) three foot by seven foot (3' x 7') existing boarded door wall, located at 1122 Van Buren Place, Baldwin;

WHEREAS, on October 14, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to install one hundred and seventy feet (170') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles with number nine (#9) gauge wire top and bottom, located at 1122 Van Buren Place, Baldwin;

WHEREAS, on November 16, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC

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DBA Gappsi to resecure six foot (6') high fence to poles where needed with wire ties, located at 1122 Van Buren Place, Baldwin;

WHEREAS, on November 17, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to resecure six foot (6') high fence to poles where needed with wire ties, located at 1122 Van Buren Place, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$3,100.00, the cost associated with the emergency services provided at 1122 Van Buren 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 Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,100.00 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 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 EAST SIDE OF KENNETH AVENUE, 140 FEET SOUTH OF STOWE AVENUE. SEC 36, BLOCK 402, AND LOT (S) 483-484, A/K/A 1723 KENNETH AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1723 Kenneth Avenue, Baldwin; and

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

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

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

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

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to frame one (1) eighty two inch by one hundred and fourteen (82" x 114") 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, install one (1) garage door brace, located at 1723 Kenneth Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$217.48, the cost associated with the emergency services provided at 1723 Kenneth Avenue, Baldwin, New York;

NOW, THEREFORE, BE IT

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

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

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and the Board of Assessors of the County of Nassau, so that the sum of \$217.48 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTHEAST CORNER OF MILBURN AVENUE AND HAYES STREET. SEC 54, BLOCK 378, AND LOT (S) 1596-1599, A/K/A 3159 MILBURN AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3159 Milburn Avenue, Baldwin; and

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

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

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

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

WHEREAS, on October 25, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) twenty six inch by thirty eight inch (26" x 38") window HUD style with one half inch (1/2") four (4) ply plywood, board two (2) thirty six inch by forty inch (36" x 40") windows HUD style with one half inch (1/2")-four (4) ply plywood, board one (1) thirty eight inch by forty seven inch (38" x 47") window HUD style with one half inch (1/2") four (4) ply plywood, board six (6) eighteen inch by thirty two inch (18" x 32") window with one half inch (1/2") four (4) ply plywood, board one (1) thirty two inch by thirty nine inch (32" x 39") window with one half inch (1/2") four (4) ply plywood, board one (1) sixty one inch by seventy four inch (61" x 74") window with one half inch (1/2") four (4) ply plywood, board one (1) sixty inch by seventy five inch (60" x 75") window with one half inch (1/2") four (4) ply plywood, board one (1) twenty six inch by thirty eight inch (26" x 38") window with one half inch (1/2") four (4) ply plywood, build one (1) thirty nine inch by eighty four inch (39" x 84") door barricade with two inch by four inch by seven foot (2" x 4" x 7') studs and board HUD style with one half inch (1/2") four (4) ply plywood, build one (1) thirty one inch by seventy six inch (31" x 76")

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76") door barricade with two inch by four inch by seven foot (2" x 4" x 7) studs and board HUD style with one half inch (1/2") four (4) ply plywood, build one (1) forty inch by eighty four inch (40" x 84") door barricade with two inch by four inch by seven foot (2" x 4" x 7) studs and board HUD style with one half inch (1/2") four (4) ply plywood, build one (1) forty inch by eighty two inch (40" x 82") door barricade with two inch by four inch by seven foot (2" x 4" x 7) studs and board HUD style with one half inch (1/2") four (4) ply plywood, located at 3159 Milburn Avenue, Baldwin;

WHEREAS, on November 3, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board four (4) twenty nine inch by fifty nine inch (29" x 59") windows HUD style with one half inch (1/2") four (4) ply plywood, board one (1) thirty one inch by thirty nine inch (31" x 39") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) seventeen inch by thirty two inch (17" x 32") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) twenty six inch by thirty two inch (26" x 41") window HUD style with one half inch (1/2") four (4) ply plywood, board two (2) eighteen inch by twenty six inch (18" x 26") window with one half inch (1/2") four (4) ply plywood, build one (1) forty inch by eighty two inch (40" x 82") door barricade with two inch by four inch by seven foot (2" x 4" x 7) studs and board HUD style with one half inch (1/2") four (4) ply plywood, secure one (1) twenty nine inch by ninety inch (29" x 90") door with one half inch (1/2") four (4) ply plywood, build two (2) door barrier stop locks with two inch by four inch by four foot (2" x 4" x 4) studs, ramset into the floor, and nail across the door, build nine (9) window braces using two by fours (2" x 4") studs to secure window closed, located at 3159 Milburn Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,497.09, the cost associated with the emergency services provided at 3159 Milburn Avenue, Baldwin, New York;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,497.09 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF CLINTON AVENUE, 50 FEET WEST OF FIRST PLACE, SEC 55, BLOCK 450, AND LOT (S) 17, A/K/A 190 CLINTON AVENUE, FREEPORT, 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 190 Clinton Avenue, Freeport; 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 five (5) thirty six inch by sixty six inch (36" x 66") windows HUD style and board HUD style with one half inch (1/2") four (4) ply plywood, board four (4) thirty five inch by fifty two inch (35" x 52") windows HUD style with one half inch (1/2") four (4) ply plywood, board six (6) twenty inch by thirty two inch (20" x 32") windows with one half inch (1/2") four (4) ply plywood, board two (2) sixteen inch by sixteen inch (16" x 16") windows with one half inch (1/2") four (4) ply plywood, build one (1) thirty nine inch by eighty four inch (39" 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 190 Clinton Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$844.62, the cost associated with the emergency services provided at 190 Clinton Avenue, Roosevelt, New York;

NOW, THEREFORE, BE IT

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Case # 6542

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$844.62 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTHWEST CORNER OF WOODFIELD ROAD AND SCANEATELES AVENUE. SEC 35, BLOCK 415, AND LOT (S) 896, A/K/A 1060 WOODFIELD ROAD, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1060 Woodfield Road, West Hempstead; 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 18, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board twelve (12) thirty six inch by sixty five inch (36" x 65") windows HUD style with one half inch (1/2") four (4) ply plywood, board three (3) forty four inch by sixty six inch (44" x 66") windows HUD style with one half inch (1/2") four (4) ply plywood, board two (2) thirty six inch by sixty six inch (36" x 66") window HUD style with one half inch (1/2") four (4) ply plywood, board two (2) thirty inch by forty five inch (30" x 45") windows HUD style with one half inch (1/2") four (4) ply plywood, board one (1) thirty one inch by sixty five inch (31" x 65") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) thirty inch by fifty five inch (30" x 55") window HUD style with one half inch (1/2") four (4) ply plywood, board one (1) forty three inch by sixty five inch (43" x 65") window HUD style with one half inch (1/2") four (4) ply plywood, build one (1) thirty three inch by fifty two inch (33" x 52") door barricade and board HUD style with one half inch (1/2") four (4) ply plywood, provide and install two (2) lock and hasps, located at 1060 Woodfield Road, West Hempstead;

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WHEREAS, on July 9, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to resecure a lock (service call), located at 1060 Woodfield Road, West Hempstead;

WHEREAS, on August 7, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi to board one (1) six foot by four foot (6' x 4') window with one half inch (½") four (4) ply plywood, provide and install one (1) lock and chain, located at 1060 Woodfield Road, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,232.20, the cost associated with the emergency services provided at 1060 Woodfield Road, West Hempstead, New York;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,232.20 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 AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO THE DEMOLITION AND REMOVAL OF AN UNSAFE ONE STORY WOOD FRAME, ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF VAN BUREN PLACE, 280 FEET EAST OF EASTERN PARKWAY. SEC 54, BLOCK 357, AND LOT (S) 795 -796, A/K/A 1122 VAN BUREN 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 1122 Van Buren 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. 588-2015 adopted May 12, 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 perform an asbestos abatement on the unsafe structure, located at 1122 Van Buren Place, Baldwin; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$36.00, the cost associated with the emergency services provided at 1122 Van Buren 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

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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 \$36.00 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 COMMERCIAL BUILDING, LOCATED ON THE EAST SIDE OF MCCONNELL COURT 134 FEET NORTH OF GRAND AVENUE, SECTION 56, BLOCK 226, LOT (S) 202 A/K/A 2203 MCCONNELL COURT, BELLMORE, 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 2203 McConnell Court, Bellmore, 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 \$900.00, located at 2203 McConnell Court, Bellmore; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$985.00 the cost associated with the services provided at 2203 McConnell Court, Bellmore, 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

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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 \$985.00 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 MASONRY COMMERCIAL BUILDING, LOCATED ON THE NORTHWEST CORNER OF PENINSULA BOULEVARD AND BRANCH BOULEVARD. SEC 39, BLOCK 277, AND LOT (S) 131A, A/K/A 568-570 PENINSULA BOULEVARD, CEDARHURST, 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 568-570 Peninsula Boulevard, Cedarhurst, 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 568-570 Peninsula Boulevard, Cedarhurst; 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 568-570 Peninsula Boulevard, Cedarhurst, New York.

NOW, THEREFORE, BE IT

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

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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 \$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 ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON WEST SIDE OF CEDAR LANE, 281.72 FEET SOUTH OF CEDAR DRIVE. SEC 50, BLOCK 477, AND LOT (S) 6, A/K/A 436 CEDAR LANE, EAST MEADOW, 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 436 Cedar Lane, East Meadow 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 436 Cedar Lane, East Meadow; and

WHEREAS, on April 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 \$525.00; and

WHEREAS, on August 4, 2015, H2M Architects & Engineers for verbal testimony at the first Town Board Hearing with regard to Chapter 90 report and has submitted a bill for services rendered, in the amount of \$140.00; and

WHEREAS, on August 27, 2015, H2M Architects & Engineers for verbal testimony at the second Town Board Hearing with regard to Chapter 90 report and has submitted a bill for services rendered, in the amount of \$150.50; and

Item # 12

Case # 6547

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$815.50, the cost associated with such services provided regarding at 436 Cedar Lane, East Meadow, 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 \$815.50 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 ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF WALNUT ROAD, 57 FEET SOUTH OF BAYSWATER BOULEVARD. SEC 40, BLOCK 135, AND LOT (S) 121, A/K/A-32 WALNUT ROAD, INWOOD, 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 32 Walnut Road, Inwood, 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 32 Walnut Road, Inwood; 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 32 Walnut Road, Inwood, 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 # 12

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 \$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 STORY MASONRY COMMERCIAL BUILDING, LOCATED ON NORTHEAST CORNER OF FRONT STREET AND UNIONDALE AVENUE. SEC 50, BLOCK 26, AND LOT (S) 50-51, A/K/A 1025 FRONT STREET, 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 unsafe structure located at 1025 Front Street, Uniondale, 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 1025 Front Street, Uniondale; and

WHEREAS, on September 26, 2013, H2M Architects & Engineers performed the first surveying, architectural and engineering services inspection directed by the Commissioner of the Department of Buildings located at 1025 Front Street, Uniondale; and

WHEREAS, on September 30, 2013, H2M Architects & Engineers performed the second surveying, architectural and engineering services inspection directed by the Commissioner of the Department of Buildings located at 1025 Front Street, Uniondale; and

WHEREAS, on June 15, 2015, H2M Architects & Engineers performed the third surveying, architectural and engineering services inspection directed by the Commissioner of the Department of Buildings located at 1025 Front Street, Uniondale; and

Item # 12

Case # 6542

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,069.32, the cost associated with such services provided regarding at 1025 Front Street, 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 \$1,069.32 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LEVITTOWN CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD L-2, LEVITTOWN, NEW YORK FOR THE PURPOSE OF HOLDING A SPECIAL EVENT ON MAY 26 TO MAY 30, 2016.

WHEREAS, the Levittown Chamber of Commerce, c/o RMB Drafting Services, 308 East Meadow Avenue, East Meadow, New York 11554 Attention: Richard M. Bivone, President has requested to use Town of Hempstead Parking Field L-2, Levittown, New York for the purpose of holding a Special Event May 26 to May 30, 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 Levittown Chamber of Commerce, c/o RMB Drafting Services, 308 East Meadow Avenue, East Meadow, New York 11554 Attention: Richard M. Bivone, President to use Town of Hempstead Parking Field L-2, Levittown, New York for the purpose of holding a Special Event May 26 to May 30, 2016; and

BE IT FURTHER, RESOLVED, that the grant of permission herein is SUBJECT TO AND CONDITIONED UPON the applicant's compliance with chapter 105-3 of the Hempstead Town Code (including, if amusement rides are to be used at the Special Event, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance); and

BE IT FURTHER, RESOLVED, that failure of the applicant herein to comply with chapter 105-3 of the Hempstead Town Code (and, if amusement rides are to be used at the Special Event, of the Board of Zoning Appeals to issue any required special permit prior to the date of the Special Event approved herein) shall render this approval NULL AND VOID; and

BE IT FURTHER RESOLVED, that SUBJECT TO the issuance of the special permit required above, amusement rides will be set up after 7:00 p.m. on May 25, 2016 and removed by 6:00 a.m. on May 31, 2016 and that in conducting said activity the Levittown Chamber of Commerce 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 # 13  
Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE MERRICK CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL FALL FESTIVAL SEPTEMBER 9 THROUGH SEPTEMBER 11, 2016.

WHEREAS, the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 Attention: Richard M. Bivone, President has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Annual Fall Festival September 9 through September 11, 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 Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 Attention: Richard M. Bivone, President to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Annual Fall Festival September 9 through September 11, 2016; and

BE IT FURTHER, RESOLVED, that the grant of permission herein is SUBJECT TO AND CONDITIONED UPON the applicant's compliance with chapter 105-3 of the Hempstead Town Code (including, if amusement rides are to be used at the Special Event, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance); and

BE IT FURTHER, RESOLVED, that failure of the applicant herein to comply with chapter 105-3 of the Hempstead Town Code (and, if amusement rides are to be used at the Special Event, of the Board of Zoning Appeals to issue any required special permit prior to the date of the Special Event approved herein) shall render this approval NULL AND VOID; and

BE IT FURTHER RESOLVED, that SUBJECT TO the issuance of the special permit required above, amusement rides will be set up after 7:00 p.m. on September 8, 2016 and removed by 6:00 a.m. on September 12, 2016 and that in conducting said activity the Merrick Chamber of Commerce 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 #

13

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE MERRICK CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL SPRING KID FESTIVAL APRIL 29 THROUGH MAY 1, 2016.

WHEREAS, the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 Attention: Richard M. Bivone, President has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Annual Spring Kid Festival April 29 through May 1, 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 Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 Attention: Richard M. Bivone, President to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Annual Spring Kid Festival April 29 through May 1, 2016; and

BE IT FURTHER, RESOLVED, that the grant of permission herein is SUBJECT TO AND CONDITIONED UPON the applicant's compliance with chapter 105-3 of the Hempstead Town Code (including, if amusement rides are to be used at the Special Event, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance); and

BE IT FURTHER, RESOLVED, that failure of the applicant herein to comply with chapter 105-3 of the Hempstead Town Code (and, if amusement rides are to be used at the Special Event, of the Board of Zoning Appeals to issue any required special permit prior to the date of the Special Event approved herein) shall render this approval NULL AND VOID; and

BE IT FURTHER RESOLVED, that SUBJECT TO the issuance of the special permit required above, amusement rides will be set up after 7:00 p.m. on April 28, 2016 and removed by 6:00 a.m. on May 2, 2016 and that in conducting said activity the Merrick Chamber of Commerce 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 #

13

Case #

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 16, 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 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 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 16, 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 # 13

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LONG ISLAND GROWERS MARKET, ORIENT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD S-9, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A FARMERS MARKET MAY 28, JUNE 4, JUNE 11, JUNE 18, JUNE 25, JULY 2, JULY 9, JULY 16, JULY 23, JULY 30, AUGUST 6, AUGUST 13, AUGUST 20, AUGUST 27, SEPTEMBER 3, SEPTEMBER 10, SEPTEMBER 17, SEPTEMBER 24, OCTOBER 1, OCTOBER 8, OCTOBER 15, OCTOBER 22, OCTOBER 29, NOVEMBER 5, NOVEMBER 12, & NOVEMBER 19, 2016.

WHEREAS, The Long Island Growers Market, c/o Ethel Terry, 35870 Main Road, Orient, New York 11957 has requested to use Town of Hempstead Parking Field S-9, Seaford, New York for the purpose of holding a Farmers Market May 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 6, August 13, August 20, August 27, September 3, September 10, September 17, September 24, October 1, October 8, October 15, October 22, October 29, November 5, November 12, & November 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 The Long Island Growers Market, c/o Ethel Terry, 35870 Main Road, Orient, New York 11957 to use Town of Hempstead Parking Field S-9, Seaford, New York for the purpose of holding a Farmers Market May 28, June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 6, August 13, August 20, August 27, September 3, September 10, September 17, September 24, October 1, October 8, October 15, October 22, October 29, November 5, November 12, & November 19, 2016; and

BE IT FURTHER

RESOLVED, that in conducting said activity The Long Island Growers Market 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 #

13

Case #

20915

CASE NO:

RESOLUTION NO:

adopted:

offered the following resolution and moved its

adoption:

RESOLUTION AUTHORIZING THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO REMOVE A PARCEL BENEFITED BY CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS ALONG A CERTAIN STREET IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY FROM BEING ASSESSED ON THEIR 2017 TAXES

WHEREAS, the Town Board adopted Town Board Resolution #362-2014 on March 11<sup>th</sup>, 2014 determining parcels benefited by construction and reconstruction along certain streets in the Town of Hempstead, Nassau County, New York; and

WHEREAS, the information indicated on the below parcel of property was listed erroneously in said resolution as follows:

PARCEL(S) BENEFITED				REPUTED OWNER	TOTAL
S.D.	SEC.	BLK.	LOT(S)		
652	50	004	00450	Bobie L & Sandra L Buck 1092 Merillon Street Uniondale, NY 11553-1222	\$259.50

and

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that Donald X. Clavin, Jr., Receiver of Taxes of the Town of Hempstead, be and he hereby is authorized to remove the above stated parcel benefited by construction or reconstruction of sidewalks along a certain street in the Town of Hempstead, Nassau County, New York from being assessed on the 2017 tax assessment.

RESOLVED, that the Receiver of Taxes of the Town of Hempstead be and is hereby directed to remove the above stated parcel benefited by construction or reconstruction of sidewalks from being assessed on the 2017 tax assessment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14  
Case # 7179

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A 60-MONTH NYS DEFERRED PAYMENT PLAN UNDER NYS CONTRACT # PT66616 WITH S3 LLC FOR THE PURCHASE AND MAINTENANCE OF XEROX EQUIPMENT FOR USE IN THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, S3 LLC, has submitted a 60-Month NYS Deferred Payment Plan (DPP) for Xerox Copiers pursuant to NYS Contract #PT66616 for use in the Department of General Services, Reproduction Division, Town of Hempstead, Nassau County, New York; and

WHEREAS, the 60-Month NYS Deferred Payment Plan with zero interest option will include all of the listed copiers and will be per the NYS Deferred Payment Plan Terms and Conditions as follows:

ALL DPP PRICES INCLUDE DELIVERY, SETUP AND TRAINING OF TOWN EMPLOYEES.

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

1. Xerox D125CP Printer: \$1,857.07 per/month

a. Includes the following items:

- i. 130,000 B&W Prints/month
- ii. Excess B&W prints to be billed at .0059 per page annually.
- iii. Two Tray Oversize Capacity Feeder
- iv. Interface Module
- v. Online D4 Stapler/Finisher with 2/3 Hole Punch Kit
- vi. D125CP Customer Training/Education and Analyst Support Services

2. Xerox D125CP Printer \$1,823.33 per/month

a. Includes the following items:

- i. 130,000 B&W Prints/month
- ii. Excess B&W prints to be billed at .0059 per page annually.
- iii. Two Tray Oversize Capacity Feeder
- iv. Interface Module
- v. Online D4 Stapler/Finisher with 2/3 Hole Punch Kit

3. Xerox D125CP Printer \$1,985.80 per/month

a. Includes the following items:

- i. 130,000 B&W Prints/month
- ii. Excess B&W prints to be billed at .0059 per page annually.
- iii. Two Tray Oversize Capacity Stacker
- iv. Interface Module Kit
- v. High Capacity Stacker
- vi. High Capacity dolly

Item # 15

Case # 17437

4. Xerox C70 color printer

\$2,027.98 per/month

a. Includes the following items:

- i. 2,500 B&W Prints/month
- ii. 20,000 Color Prints/month
- iii. Excess B&W prints to be billed at .0099 per page to be invoiced annually.
- iv. All Color prints to be invoiced at .055 per page to be invoiced annually
- v. Two Tray Oversize Capacity Feeder
- vi. Interface module
- vii. BR Finisher with 2/3 Hole Punch Kit
- viii. Built-in EFI Fiery Color Controller
- ix. Color Profiler VI 4.0 Software

TOTAL: \$7,694.18 per/month

\*\*All Include Delivery/Installation/All Training and Tech Support

WHEREAS, the Town Board deems the terms of the proposed 60-Month NYS Deferred Payment Plan with zero interest option to be fair, reasonable and in the best interest of the Town of Hempstead.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board is hereby authorized to accept a 60-month NYS Deferred Payment (DPP) at zero interest with S3 LLC, located at 516 Cherry Lane, Floral Park, NY 11001, for a monthly price of \$7,694.18 payable monthly in arrears, and.

BE IT FURTHER

RESOLVED, that said payments should be made from Rental of Major Office Equipment, Account No. 010-001-1490-4250, and the cost of the overage (copies over the monthly allowances) be paid from Reproduction Expense, Account No. 010-001-1490-4371.

The foregoing resolution was adopted upon roll call as follows:

Ayes:

Noes:



Case No.

Resolution No.

Adopted:

Councilman  
resolution and moved its adoption:

offered the following

RESOLUTION ACCEPTING A NETWORK SERVICE PLAN PLAN  
FROM CHARGE POINT INC. TO MAINTAIN FOUR ELECTRIC CHARGING  
STATIONS OF THE DEPARTMENT OF CONSERVATION AND WATERWAYS,  
POINT LOOKOUT, NY.

WHEREAS, Charge Point Inc., 1692 Dell Avenue, Campbell, CA 95008,  
has submitted a network service plan on file with the Town Clerk to  
maintain the above equipment of the Department of Conservation and  
Waterways, for the period of 1/1-12/31/2015, for the total sum of  
\$1,120.00; and

WHEREAS, the Commissioner of the Department of Conservation  
and Waterways has advised the Town Board that the aforesaid services are  
necessary and recommends to the Town Board the acceptance of the  
aforesaid offer; and

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid network service plan by Charge  
Point Inc., to provide network service for four electric charging  
stations of the Department of Conservation and Waterways for 2015, for  
the sum of \$1,120.00 upon the terms and conditions therein contained, be  
and the same is hereby approved and accepted; and BE IT FURTHER

RESOLVED, that the Supervisor be and she hereby is  
authorized to accept said agreement on behalf of the Town of Hempstead  
and to make a lump sum payment from the Department of Conservation and  
Waterways Code 010-006-8730-4710.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

16

Case #

18473

CASE NO.

RESOLUTION NO.

Adopted:

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

AUTHORIZING PAYMENT TO CHARGE POINT INC., FOR A NETWORK SERVICE PLAN ON THREE CHARGING STATIONS OF THE DEPARTMENT OF CONSERVATION AND WATERWAYS, POINT LOOKOUT, NY.

WHEREAS, Charge Point Inc. 1692 Dell Avenue, Campbell, CA 95008, provided a network service plan for network operation and driver support, station manager login, reservation control, station API use, billing API use, pricing control and reservation API use for three electric charging stations for electric cars, for the period of 1/1-12/31/2014; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways has advised the work performed on the charging stations were necessary; and the charge in the amount of \$840.00 is an appropriate and proper charge to the Department;

NOW, THEREFORE, BE IT

RESOLVED, the charge from Charge Point Inc., 1692 Dell Avenue, Campbell, CA 95008, is hereby authorized; and said payment to be charged against Account Code 010-006-8730-4710.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

17

Case #

18473

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A SOFTWARE SUPPORT AND SERVICES CONTRACT FROM EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. FOR THE DEPARTMENT OF WATER'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) AND SECURITY SYSTEM.

WHEREAS, the Town of Hempstead Department of Water is now using a SCADA and Security System designed and implemented by Emerson Process Management Power & Water Solutions, Inc.; and

WHEREAS, this SCADA and Security System monitors and controls the Department's Water Distribution System; and

WHEREAS, Emerson Process Management Power & Water Solutions, Inc. in a proposal dated November 10, 2015 has offered to provide System Support Services for the Department's SCADA and Security System for a yearly charge of \$12,900.00 covering the period of January 1, 2016 to December 31, 2016; and

WHEREAS, Emerson Process Management Power & Water Solutions, Inc. in their proposal has also agreed to provide Open Enterprise and ControlWave Application/Support Services at a standard time rate of \$157.00 per hour, an overtime rate of \$303.00 per hour and a Sunday & Holiday rate of \$377.00 per hour. Travel time will be charged additionally at an hourly rate of \$131.00 and mileage at a rate of \$0.61 per mile. Expenses will be charged at cost plus 10%; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposals 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 Emerson Process Management Power & Water Solutions, Inc., 200 Beta Drive, Pittsburgh, PA 15238, dated November 10, 2015, and to make payment of \$12,900.00 for the period January 1, 2016 to December 31, 2016 from Department of Water Account 500-006-8310-4030.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

18

Case #

22356



**EMERSON**  
Process Management

Emerson Process Management  
Power & Water Solutions  
200 Beta Drive  
Pittsburgh, PA 15238  
Tel 1 (412) 963-4000

November 10, 2015

John Reinhardt  
Town of Hempstead  
350 Front Street – Room 122  
Hempstead, NY 11550

Subject: Software Support Contract Renewal for 2016  
Emerson Process Management Power & Water Solutions, Inc.  
Offer No. WAM16100037

Dear Mr. Reinhardt,

Emerson Process Management Power & Water Solutions, Inc. is pleased to submit this offer to Town of Hempstead for 2016 Maintenance Support Renewal. The contract will cover the period January 01, 2016 to December 31, 2016 and subject to attached Support and Services Contract.

If you have any questions or require additional information please contact Roger Labrecque at (860) 778-3672.

Sincerely,

*Josue Salazar / Roger Labrecque*

Emerson Process Management  
Power & Water Solutions, Inc.

Attachments: Emerson Software Support and Services Contract for Town of Hempstead

## Software Support and Services Contract

This Contract entered into as of this 1<sup>st</sup> day of January 2016, between Emerson Process Management Power & Water Solutions, Inc. located at 200 Beta Drive, Pittsburgh, PA 15238 (hereinafter referred to as "Emerson") and Town of Hempstead located at 350 Front Street, Hempstead, NY 11550 (hereinafter referred to as Purchaser)

### WITNESSETH

In consideration of the premises, the parties hereto agree as follows:

#### I. Scope of Work

Emerson will sell to the Purchaser and Purchaser will buy from Emerson the Software Support and/or Services as set forth in Emerson's offer WAM16100037 dated November 10, 2015 and Schedule A (attached hereto).

#### II Definitions

"Software Support" is defined as assistance rendered to the Purchaser's personnel in the installation, configuration or operation of the Software, via telephone, email, fax or other electronic services.

"Updates" copies of new releases, upgrades and patches to The Software which are released by Emerson during the period covered by this Contract.

"The Software" the software that is licensed to the Purchaser at the commencement of this Contract. A list of The Software covered by this Contract is attached as Schedule A.

"On Site Software Support" services beyond Software Support that require the presence of Emerson personnel at the Purchaser's location.

"Equipment" The equipment covered by this Contract as set forth in Schedule A.

"Services" The services including maintenance services covered by this Contract as set forth in Schedule A.

"Commencement Date" The date this Contract is entered into as set forth above or the date Emerson accepts a purchase order for the work to be performed under this Contract.

#### III. Price

The Contract price is \$12,900.00

#### IV. Terms of Payment

Emerson shall invoice Purchaser for the total Contract price within 30 days from the date of this Contract. For subsequent years, the invoices for annual payments will be

issued on the Contract renewal date. Payment(s) is due and payable net 30 days from the date of each invoice.

In the event "On Site Software Support" or onsite Services are not included in the Contract price then the price shall be agreed upon either before the work is performed, or if performed on a time and material basis, in accordance with Emerson's current published price policy in effect, plus travel and living expenses. Emerson will invoice the Purchaser for the labor and material as required,

When Service is provided on a per diem basis, invoices shall be rendered upon completion of the Services and payment of per diem charges, plus travel and living expenses shall be due net 30 days from the date of invoice at the price in effect when the services are provided.

#### V. Termination

The initial term of this Contract shall be for one (1) year from the Commencement Date. Thereafter, this Contract can be renewed through Emerson. Such renewals must be in place 30 days prior to the expiration date of this Contract to ensure continuous maintenance support without lapse. Within 60 days prior to the above date(s) Emerson will provide a price for the extension of the Contract including any revisions to the Software and/or Equipment list.

This Contract may be terminated for convenience by either party, provided thirty (30) days advance written notice of termination is given and upon payment to Emerson of reasonable and proper termination charges, including, but not limited to all costs identified to this Contract which have been incurred up to the date of notice of termination. Payment shall be made within 30 days from date of invoice.

This Contract may be terminated by Emerson upon written notice if it determines that Purchaser changes, additions, deletions, or misuse or misapplication of the Equipment have degraded the performance of the specified Equipment or Software.

In the event Purchaser or Emerson commits a material breach of its undertaking so as to prevent completion of this Contract and thereafter fails on not less than thirty (30) days written notice to take steps to remedy such breach, the other party may, by written notice, terminate this Contract and recoveries of Purchaser and Emerson shall be determined by mutual agreement.

In the event that the Purchaser's equipment or software is altered, modified, changed, or, if any equipment or software is added or deleted, or moved within the premises, this Contract may be modified or terminated at Emerson's option. If, at any time, any such changes or attachments create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the Equipment, Emerson may, upon written notice to the Purchaser, require that such safety hazard or interference be promptly corrected at the Purchaser's expense. Emerson's continued maintenance of the Equipment and/or Software, which has been changed or, to which attachments have been made, does not constitute an approval of the change or attachment and at Emerson's option may be removed from the Equipment or Software listed in Schedule "A".

#### VI. Taxes

The price does not include any federal, state, or local property, license, privilege, sales, use, import duties, tariffs, fees, imposts, excise, turnover, added value, gross receipt, gross wages or similar taxes now or hereafter applicable in any manner to this transaction. Purchaser agrees to reimburse Emerson for any such taxes which Emerson is required to pay upon submission of Emerson invoice.

#### VII. Force Majeure

Emerson will not be liable for failure or delay in performance resulting from any cause beyond its reasonable control and for acts of God, the act or failure to act of Purchaser's customer, or other contractors. In the event of such delay, the time for performance/delivery will be extended by a period of time reasonably necessary to overcome the effect of the delay.

#### VIII. Warranties

##### 1. Software Support

Emerson warrants to the Purchaser that the disk(s) on which the Updates are recorded is (are) free from defects in materials and workmanship under normal use and service for a period of ninety days from date of delivery. The Updates and any accompanying written materials (including instructions for use) are provided "as is" without warranty of any kind. Further, Emerson does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the Updates, The Software or written materials. The entire risk as to the results and performance of Updates and The Software is assumed by the Purchaser. Unless stated otherwise herein, third party software/ equipment shall be warranted and remedied on a pass through basis in the same manner and for the same period and extent provided by the original software/ equipment manufacturer.

Unless otherwise provided within this Contract, there is no warranty of any kind included hereunder with respect to The Software. Applications software programs not provided by Emerson are not covered under this warranty. Problems related to applications software programs provided by Emerson, including, but not limited to, problems caused by operator errors or lack of security procedures, virus related problems, unqualified file deletions or modifications, or lack of proper observance of system backup file maintenance are not covered under the warranty scope.

If this Contract includes On Site Software Support Services, Emerson warrants that the Services provided will reflect competent knowledge and judgment.

The warranty period shall expire 12 months from completion of the Service. In the case of a nonconformity in the warranty set forth herein above, and if Emerson is notified in writing of such nonconformity during the applicable warranty period, it shall be corrected by reperformance of the nonconforming portion of the Service. If such remedies are impracticable, Emerson may refund the purchase price for the nonconforming Service.

##### 2. Equipment and Services

Emerson warrants that during the term of this Contract, the Equipment listed in Schedule "A" will be free from defects in materials or workmanship under normal use and care and Services provided under this Contract will be performed by trained personnel using proper equipment and instrumentation as applicable for the particular Service provided.

If Purchaser discovers any such warranty defect(s) and notifies Emerson of the alleged defect(s) during the term of this Contract or the applicable warranty period as set forth below, Emerson shall, at its option, correct any errors that are found by Emerson in the Services or repair or replace F.O.B. point of manufacture that portion of the Equipment found by Emerson to be defective.

Equipment repaired or replaced by Emerson pursuant to this Contract is warranted for a period extending to the end of the term of this Contract or for 90 days from the date of delivery of repaired or replaced Equipment, whichever is longer. Any Service provided pursuant to this Contract is warranted to the end of the term of

this Contract or for 90 days from completion the Service, whichever is longer.

All replacements or repairs necessitated by any causes not the fault of Emerson, including but not limited to, unsuitable power sources or environmental conditions, lightning, fire, flood, earthquakes, vandalism, accident, or misuse, improper installation, unauthorized modification or repair, or improper storage or handling by Purchaser or any third party, are not covered by this warranty, and shall be at the Purchaser's expense. Emerson shall not be obligated to pay any costs or charges incurred by the Purchaser or any other party except as may be agreed upon in writing in advance by Emerson.

Materials and/or Services required due to actual environmental or process conditions beyond the specifications of the Equipment performance capabilities are not part of the warranty scope.

Emerson will invoice for Services provided per the Purchaser's request, which are beyond the scope of warranty coverage hereunder using its then-current pricing policy. Payments for such invoices shall be made within thirty days of rendering of such Services and expenses.

Materials and/or Services required for system changes and additional training are not part of the scope of the warranty services. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). THE REMEDIES SET FORTH, FOR THE TIME AND IN THE MANNER PROVIDED ABOVE, SHALL BE PURCHASER'S EXCLUSIVE REMEDIES FOR FAILURE OF EMERSON TO MEET ITS WARRANTY OBLIGATIONS, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

#### IX. Limitation of Liability

EMERSON SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. EMERSON SHALL NOT BE LIABLE FOR FAILURES, REPAIRS OR DOWN TIME ON OR CAUSED BY EQUIPMENT OR SOFTWARE COVERED IN THIS CONTRACT. THE REMEDIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND UNDER NO THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY OR OTHERWISE WILL EITHER EMERSON OR ITS SUPPLIERS OF

ANY TIER: (A) BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF PURCHASER'S PROPERTY, EQUIPMENT OR POWER SYSTEM; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST OR CLAIMS OF CUSTOMERS OF PURCHASER; AND (B) BE LIABLE FOR AN AGGREGATE LIABILITY EXCEEDING THE TOTAL PRICE PAID TO EMERSON UNDER THIS CONTRACT. THIS ARTICLE SHALL PREVAIL OVER ANY PROVISIONS IN THIS CONTRACT.

#### X. Governing Law

This Contract shall be governed by the laws of the State of Missouri, without regard to its choice or conflict of law.

#### XI. Survival

The Limitation of Liability and Intellectual Property Rights provisions shall survive termination, expiration or cancellation of this Contract or the purchase order to which these terms and conditions apply. No amendment, modification or alteration of these terms and conditions shall be binding unless the same shall be in writing and duly executed by the parties. If any term or condition is under any circumstances deemed invalid, the remaining terms and conditions shall be construed with the invalid provision(s) deleted.

#### XII. Intellectual Property Rights/ Software License

Emerson retains for itself all of its intellectual property rights in and to any Emerson product, software and supporting documentation furnished hereunder.

The Updates and The Software are only licensed for installation on that equipment on which The Software was installed at the commencement of this Contract. Updates may be transmitted to the Purchaser via email, on physical media or downloaded from Emerson's web site, at the discretion of Emerson. The Purchaser is responsible for the installation of all Updates supplied under this Contract. The Updates are subject to the terms and conditions set forth in Emerson's applicable standard software license agreements for The Software. Any Updates and other information provided by Emerson under this Contract are considered standard offerings of Emerson, and Emerson and/or any applicable third party supplier to Emerson shall retain all rights of ownership in their respective products included in such Updates or other information.

Notwithstanding any other provisions herein to the contrary, Emerson or applicable third party owner shall retain all exclusive rights, interest and title to its respective firmware, The Software and Updates. Purchaser's use of the firmware, Updates and The Software shall be governed exclusively by Emerson's and/or third party owner's applicable license terms.

Information marked proprietary shall be disclosed in confidence on a need to know basis on the condition that it is not to be reproduced, copied or used for any other purpose than the purpose for which it is provided and shall not be disclosed to third parties without the written consent of Emerson.

### **XIII. Changes to Supply**

In the event the Purchaser or Emerson request changes in the scope of supply, Emerson shall notify Purchaser of the effect on price, delivery, warranty, equipment performance or any other obligations assumed by Emerson under this Contract. Emerson will initiate work on any such changes upon receipt of an acceptable written change order.

All change orders shall indicate the adjustment to the Emerson scope of supply, the contract price and other relevant terms and conditions of the Contract.

### **XIV. Facilities and Access to Equipment**

If this Contract includes Services to be performed on Purchaser's site, the Purchaser will furnish at no cost to Emerson suitable working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from the Equipment covered by this Contract. Emerson shall have full and free access to Emerson-provided Equipment in order to provide the on-site Services provided under this Contract. Emerson shall not be liable for any expenses incurred by the Purchaser in removing, replacing or refurbishing any Purchaser equipment or any part of the Purchaser's building structure that restricts Emerson's access. The Purchaser will abide by OSHA regulations. The Purchaser shall inform Emerson of any known hazardous substance or condition at the site where services are to be performed (site), including, but not limited to, the presence of asbestos or asbestos containing materials. Purchaser will identify person(s) who will interface with Emerson under the terms of this Contract. Any maintenance or repair services performed on the Emerson-provided Equipment by unauthorized personnel resulting in additional material or corrective support service requirements by Emerson will be invoiced at applicable time and material rates and conditions of service then in effect.

### **XV. Emerson Personnel**

Emerson reserves the right to determine the qualifications of and the source of Emerson personnel required to fulfill its obligations under this Contract. Unless agreed upon otherwise, the Parties agree that the Purchaser may not hire a Emerson Field Service Engineer/Technician for two years following termination of this Contract.

### **XVI. Exclusions**

Excluded from these contracts are obsolete software application programs and parts.

### **XVII. Scope Changes**

All Emerson services or equipment requested by Purchaser that are not within the scope of this Contract shall be reimbursed by Purchaser in accordance with the then current Emerson published rates including, if applicable, travel and living expenses.

### **XVII. Assignment Clause**

Neither Emerson or Purchaser may assign this Contract in whole or in part without the prior written consent of the other Party.

### **XIX. Entire Agreement**

This Contract, including the documents incorporated by reference herein and attachments hereto constitute the entire agreement between the parties. The terms hereof may not be modified or amended except in writing signed by the authorized representative of both Purchaser and Emerson.



IN WITNESS WHEREOF, the parties hereto have executed this Contract by their authorized representatives as of the date first set forth above.

TOWN OF HEMPSTEAD

EMERSON PROCESS MANAGEMENT  
POWER & WATER SOLUTIONS, INC.

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

BY: T. Miller

Title: \_\_\_\_\_

Title: TIMOTHY MILLER  
Vice President, Human Resources

Date: \_\_\_\_\_

Date: 3/22/2016

Attachments

- 1. Emerson Offer #WAM16100037 dated 11/10/2015
- 2. Schedule A

APPROVED AS TO CONTENT

[Signature]  
 COMMISSIONER  
 WATER DEPARTMENT  
 DATE 3/23/16

APPROVED

By [Signature] Date 3/28/16  
[Signature] 3/29/16  
 KEVIN R. CONROY  
 TOWN COMPTROLLER

APPROVED AS TO FORM

Charles O. Heine  
 SENIOR DEPUTY TOWN ATTORNEY  
 DATE 3/28/16

**SCHEDULE "A"**

**LICENSED SOFTWARE PRODUCT LIST**

For: Town of Hempstead

Software					
Item	Description	Qty	Location	Area	Status
1	OpenBSI Network Edition	4	-	-	Active
2	ControlWave Designer	3	-	-	Active
3	Security Vision	3	-	-	Active
4	OpenEnterprise SCADA Server	1	-	-	Active
5	OpenEnterprise Redundant Server	1	-	-	Active
6	OpenEnterprise WorkStation w/ HW Key	3	-	-	Active

**LICENSED SOFTWARE PRODUCT SUPPORT AND OTHER LABOR SERVICES**

**1. Scope**

- a. Emerson will provide Product Support Services for the licensed Software listed in this Schedule "A" in accordance with the clauses set forth in this Contract. Support Services for application hardware and software are not included.

**2. Licensed Software Product Support**

- 3. Emerson shall provide Software Updates which are release by Emerson during the period covered by this agreement. Such updates are only licensed for installation on that equipment on which Software was installed at the commencement of this agreement. Updates will be transmitted to the customer via email, physical media or downloaded from Emerson web site. The customer is responsible for installation of all Updates supplied under this agreement.
- 4. If services are to be performed on the Purchaser's premises, the Purchaser will furnish, for the use of Emerson's service personnel, a working space containing suitable working facilities, storage space, adequate heat, light, ventilation, electric power and outlets for testing purposes. Emerson shall have full and free access to the equipment in order to provide the services under this Contract. Emerson shall not be liable for any expenses incurred by the Purchaser in removing, replacing or refurbishing any Purchaser equipment or any part of the Purchaser's building structure that restricts Emerson's access. The Purchaser will abide by OSHA regulations. The Purchaser shall inform Emerson of any known hazardous substance or condition at the site where services are to be performed (site), including, but not limited to, the presence of asbestos or asbestos containing materials. The Purchaser shall appoint a representative familiar with the site, and the nature of the services to be performed by Emerson, to be at the site during the times that Emerson's personnel are at the site. The Purchaser shall not require Emerson or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void.
- 5. Requests for Emerson to conduct safety tests, to install or upgrade software, to install new attachments or additional controls, or to make replacements with parts or devices of a different design, regardless of reason, are not included under this Contract. If such work is performed Emerson will invoice the Purchaser for the labor and material as required, in accordance with its current published price policy in effect when the work is performed.

6. Software Support services are available five (5) days per week, eight (8) hours per day, with a phone or email response time by the next business day. Standard Software Support services are available between 8:00am and 4:30pm EST, Monday through Friday, except on Emerson Holidays. Emergency or additional service beyond these noted hours will be furnished at Emerson's then current premium rates. A list of scheduled Emerson Holidays for the period covered by this Contract will be made available upon request.
7. Travel time and expenses in conjunction with such emergency or additional service shall be paid by Purchaser.
8. Emerson will invoice the Purchaser for the labor and material as required, in accordance with Emerson's rates for services as established herein when "On Site Software Support" is performed. On-site software support is to be agreed upon before the work is performed on-site software support services require a written directive from the Purchaser to receive such services.
9. In the event that the Purchaser's equipment or software installation is altered, modified, changed, or if any equipment is added or deleted or moved within the premises, this Contract may be modified or terminated at Emerson's option. If, at any time, any such changes or attachments create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the equipment, Emerson may, upon written notice to the Purchaser, require that such safety hazard or interference be promptly corrected at Purchaser's expense.

**10. Additional Labor Services**

- a. Support services for application hardware and software can be procured on an as needed basis using the following pricing guidelines. Such support services will be during normal working hours as mutually coordinated.

Description	Rate
Service Engineer - Standard Time (hour)	\$ 157.00
Service Engineer - Overtime (hour)	\$ 303.00
Service Engineer - Sunday & Holiday (hour)	\$ 377.00
Travel Time (hour)	\$ 131.00
Mileage (mile)	\$ 0.61
Expenses	Cost + 10%

- b. Such services can include on-site update and upgrade support of application hardware and software trouble shooting, training, system enhancements etc. Scope of services can be predefined to estimate the time required or alternately services may be procured on a time and material basis.

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO.38-2013  
FOR LEASE OF DIGITAL COPIERS

WHEREAS, the Town Board on January 8, 2013 adopted Resolution No. 38-2013 authorizing an agreement for Leasing Digital Copiers from Kyocera Document Solutions of America, Inc.; and

WHEREAS, the agreement with Kyocera needs to be amended to allow for leasing of copiers on a month-to-month basis after the end of some departments' leases; and

WHEREAS, Kyocera has provided Amendment 20063-01 to Municipal Master Rental Agreement No. 20063 to modify this Agreement to include a month-to-month lease at the rates established in Resolution No. 38-2013; and

WHEREAS, the copiers are leased from Kyocera Document Solutions of America, Inc. on a month-to-month basis and payment will be made to Government Leasing Corp. in accordance with Town Board Resolution No. 755-2013; and

NOW, THEREFORE, BE IT

RESOLVED, that Resolution No. 38-2013 is amended to authorize the Supervisor to execute the Amendment 20063-01, effective date, January 1, 2016; and

NOW, THEREFORE, BE IT

RESOLVED, that all future payments continue to be made to Government Leasing Corp. and charged against the appropriate Town department accounts in accordance with Town Board Resolution No. 755-2013; and

BE IT FURTHER

Resolved that Resolution No. 38-2013 shall in all other respects remain in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

19

Case #

11776

AMENDMENT 20063-01  
EFFECTIVE DATE: January 1, 2016

MAR 14 2016

1. This Amendment 20063-01 ("Amendment") is issued with reference to Municipal Master Rental Agreement No. 20063 ("Rental Agreement") by and between the Town of Hempstead, New York ("Renter") and Kyocera Document Solutions, America Inc. ("Owner") and Contract No. 95-2012 (together with all attachments, bid responses, and other attachments thereto, the "Pricing Agreement"). The Rental Agreement and Pricing Agreement are hereafter collectively termed the "Prime Contract". The parties to the Prime Contract have agreed to the following additions, deletions and/or modifications:

a. On expiration of the Rental Term, and timely making of all Payments, described in a Schedule issued pursuant to the Rental Agreement, the Renter may elect to purchase the Equipment or request that the Owner pick-up that Equipment.

b. If the purchase or return request has not been issued in writing by the Renter to the Owner within thirty (30) days of the expiration of the Rental Term of a Schedule, the Rental Term of that Schedule shall be deemed extended without any further action by either party, and the Renter shall continue to pay the Owner, or its assigns, rent in the Payment amount described in the Schedule on a month-to-month basis.

c. If the Renter elects to purchase the Equipment in accordance with the provisions of this Amendment, the Purchase Price for the Equipment shall be determined by the value that would be obtained in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion by either party to perform the transaction. Any taxes assessed on the sale of the Equipment from the Owner to the Renter shall be the responsibility of the Renter. On receipt of the Purchase Price for the Equipment in question, all right, title and interest, in and to the Equipment shall pass from the Owner to the Renter free and clear of all, liens, claims and encumbrances, on an "as is, where is, with all faults" basis without any representation or warranty on the condition or fitness for use of the Equipment.

2. This Amendment shall be a part of the Prime Contract and is hereby incorporated therein. To the extent that the provisions of this Amendment conflict with, modify, or supplement any of the provisions of the Prime Contract, or any component part thereof, the provisions contained in this Amendment shall prevail and control. Any component part of the Prime Contract in question that does not conflict with this Amendment shall continue to be effective in the order of precedence set forth therein.

AGREED AND ACCEPTED

RENTER: Town of Hempstead, NY

By: \_\_\_\_\_  
Anthony J Santino, Town Supervisor

OWNER: Kyocera Document Solutions America, Inc.

By: Joseph Dolce  
Joseph Dolce  
Senior Director - Operations and Marketing  
National Account Operations

APPROVED

By: [Signature] Date: 3/16/16  
[Signature] 3/15/16  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 3/15/16

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AMENDING RESOLUTION NO. 172-2015,  
CASE NO. 17555 ADOPTED FEBRUARY 10, 2015  
AUTHORIZING PAYMENT TO BANCKER CONSTRUCTION  
CORP. FOR EXTENSION OF CONTRACT FOR THE  
RESTORATION OF WATER UTILITY TRENCHES AND  
RELATED ROADWAYS WITHIN THE BOUNDARIES OF THE  
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK  
PW# 9-13

WHEREAS, at the February 10, 2015 meeting of the Town Board of the Town of Hempstead, the Town Board adopted a resolution for the extension of the contract with Bancker Construction Corp for the 2013 requirements contract for The Restoration of Water Utility Trenches and Related Roadways within the Boundaries of the Town of Hempstead, Nassau County, New York, PW# 9-13, Resolution No. 127-2013, Case No. 17555 for the purposes of restoring roadways damaged during the repair of water main breaks, said renewal being as prescribed by the terms of the original contract; and

WHEREAS, the Department of Water experienced a large water main break in the intersection of two Nassau County maintained roadways requiring restoration through the annual requirements contract; and

WHEREAS, given the large number of water main breaks during the winter and spring of 2015 the additional required restoration exhausted the funding originally authorized by resolution No. 172-2015 leaving no funds available for restoration of these roadways resulting from this large water main break; and

WHEREAS, the Commissioner of the Department of Water has advised the Town Board that this work will require funding in the amount of \$101,574.77 said funding to be paid from East Meadow Water District capital funds; and

WHEREAS, the Commissioner of the Department of Water deems that said additional funding is necessary and in the public interest and that it is in the best interest of the Town of Hempstead to amend Resolution No. 172-2015.

NOW, THEREFORE, BE IT

RESOLVED, that Resolution No. 172-2015 is hereby amended to increase funding by \$101,574.77 (One hundred one thousand five hundred seventy-four dollars and seventy seven cents) to a total funding for 2015 not to exceed \$301,574.77 (Three hundred one thousand five hundred seventy four dollars and seventy-seven cents) during the period ending December 31, 2015 and BE IT FURTHER

RESOLVED, that the Supervisor be and is hereby authorized and directed to make payment from the East Meadow Water District Capital Acct# 8606-507-8606-5010 in the amount of \$101,574.77 (One hundred one thousand five hundred seventy-four dollars and seventy seven cents), to Bancker Construction Corp. 218 Blydenburgh Road, P.O. Box 970, Islandia, New York, for the Restoration of Water Utility Trenches and Related Work Items Within the Boundaries of the Town of Hempstead, Nassau County, New York

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20  
Case # 17555

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID FOR THE RESTORATION OF WATER UTILITY TRENCHES AND RELATED WORK ITEMS WITHIN THE BOUNDARIES OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 6-16

WHEREAS, the Commissioner of General Services advertised for bids for the Contract for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York; and

WHEREAS, pursuant to such advertisement bids were opened and read aloud in the office of the Commissioner of General Services on February 5, 2016, and

WHEREAS, the bids received were referred to the Department of Water for examination and the Commissioner of the Department of Water reports said bids were as follows:

<u>Bidder</u>	<u>Total Comparison Bid Price As Read</u>	<u>Total Corrected Comparison Bid Price</u>
Bancker Construction Corp.	\$ 69,663.60	\$ 69,664.60
Road Work Ahead, Inc.	\$306,997.00	\$ 313,997.00

, and

WHEREAS, based upon a unit pricing schedule, bids were evaluated and the bid submitted by Bancker Construction Corp. was found to be reasonable; and recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and,

WHEREAS, the Town of Hempstead Water Department has recommended the award to Bancker Construction Corp. with a total amount of all work not to exceed \$200,000.00 during the period ending December 31, 2016, the Town reserving the right to renew the contract for a second and third calendar year at the prices bid without adjustment;

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Bancker Construction Corp. 218 Blydenburgh Road, P.O. Box 970, Islandia, New York, for the Restoration of Water Utility Trenches and Related Work Items Within the Boundaries of the Town of Hempstead, Nassau County, New York, be accepted, commencing with the execution of the contract; 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 hereby is authorized to execute the aforesaid contract and make payments under the contract executed by the successful bidder from the Water Department's 4635 account, total amount not to exceed \$200,000.00 during the period ending December 31, 2016.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

21

Case #

17555

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE EMPLOYMENT OF H2M  
ARCHITECTS + ENGINEERS TO PROVIDE ENGINEERING  
SERVICES, DESIGN AND CONSTRUCTION DOCUMENTS AND  
BIDDING PHASE SERVICES IN CONJUNCTION WITH THE  
NEW TOWN WIDE LED LIGHTING UPGRADE

WHEREAS, the Commissioner of the Department of General Services, Town of Hempstead, has determined that it is necessary to retain the services of a consultant to provide Engineering Services, Design and Construction Documents and Bidding Phase Services in conjunction with Phase I of the Town Wide Interior LED Lighting upgrade with the scope of work to include existing lighting fixture summaries prepared by the Town of Hempstead and the proposed one on one LED replacement of existing interior lighting and calculate and certify the annual energy savings of the replacement of the existing light fixtures at the following four (4) Town of Hempstead buildings proposed for the one on one LED lighting upgrade:

Town Hall – 350 Front Street, Hempstead, N.Y.  
200 North Franklin Street, Hempstead, N.Y.  
1580 Merrick Road, Merrick, N.Y.  
1 Washington Street, Hempstead, N.Y.

with all of the aforementioned four (4) Town of Hempstead buildings falling under the Maintenance jurisdiction of the Town of Hempstead Department of General Services; and

WHEREAS, H2M Architects + Engineers has submitted a comprehensive proposal dated March 2, 2016 to provide Engineering Services, Prepare one RFP Contract for Fixtures and one Public Works Contract for Labor for Public bidding with complete Design and Construction Documents and all required Bidding Phase Services for these contracts in conjunction with the new Town Wide LED Lighting upgrade; and

WHEREAS, the Commissioner of the Department of General Services, Town of Hempstead has recommended retaining the consulting services of H2M Architects + Engineers, 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville, New York 11747 to provide the required Engineering Services, Design and Construction Documents and Bidding Phase Services in conjunction with the new Town Wide LED Lighting upgrade, all conforming to current Town of Hempstead standards, specifications and bidding requirements; and

WHEREAS, this Town Board deems it to be in the public interest to retain the services of H2M Architects + Engineers; and

Item # 22  
Case # 26420



NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and hereby is authorized to accept the proposal of H2M Architects + Engineers, 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville, New York 11747 for consulting services in connection to provide Engineering Services, Design and Construction Documents and Bidding Phase Services in conjunction with Phase I of the new Town Wide Interior LED Lighting upgrade as set forth in their Proposal of March 2, 2016; and

BE IT FURTHER RESOLVED, that the total maximum fee for all tasks as per the proposal from H2M Architects + Engineers dated March 2, 2016 to provide Engineering Services, Design and Construction Documents and Bidding Phase Services in conjunction with the new Town Wide LED Lighting upgrade, is estimated from fee Schedule I. Design-Construction Documents Lump Sum \$23,000.00 and Schedule II. Bidding Phase Lump Sum \$3,500.00 for a Total Fee of \$26,500.00 with additional Reimbursable expenses estimated at \$1,500.00 and will thus have a total maximum consultant fee not to exceed \$28,000.00; and

BE IT FURTHER RESOLVED, that the Supervisor be and he hereby is authorized to make payments for the above stated consulting services from Town of Hempstead Consulting Services-Future Projects Department of General Services Account Number 7920-501-7920-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

## Executive Summary Indoor Lighting Savings Analysis

### Phase One

3/30/2016

<u>Location</u>	<u>Utility Annual Cost</u>	<u>35% Apportioned to Lighting</u>	<u>40% Savings(LED)</u>	<u>New Lighting Bill</u>
One Washington Street	190,360.00	66,626.00	26,650.00	39,976.00
350 Front Street	55,926.00	19,574.00	7,830.00	11,744.00
1580 Merrick Road	53,173.00	18,610.00	7,444.00	11,166.00
200 North Franklin	131,758.00	46,115.00	18,446.00	27,669.00
<b>Total</b>	<b>\$ 431,217.00</b>	<b>\$ 150,925.00</b>	<b>\$ 60,370.00</b>	<b>\$ 90,555.00</b>

<u>Year</u>	<u>* Utility Annual Cost</u>	<u>35% Apportioned to Lighting</u>	<u>40% Savings(LED)</u>	<u>New Lighting Bill</u>
1	431,217.00	150,925.00	60,370.00	90,555.00
2	444,153.00	155,453.00	62,181.00	93,272.00
3	457,477.00	160,116.00	64,046.00	96,070.00
4	471,201.00	164,920.00	65,968.00	98,952.00
5	485,337.00	169,867.00	67,947.00	101,920.00
6	499,897.00	174,963.00	69,985.00	104,978.00
7	514,893.00	180,212.00	72,084.00	108,128.00
8	530,339.00	185,618.00	74,247.00	111,371.00
9	546,249.00	191,187.00	76,474.00	114,713.00
10	562,636.00	196,922.00	78,768.00	118,154.00
<b>Total</b>	<b>\$ 4,943,399.00</b>	<b>\$ 1,730,183.00</b>	<b>\$ 692,070.00</b>	<b>\$ 1,038,113.00</b>

\* There is a 3% Escalator built into each years annual cost.

1	Fixture Cost	500,000.00	
	Labor	100,000.00	
	Debt Service(Interest Component)	59,000.00	Net Rate : 1.83%, Q.E.C.B Eligible
	Bond Counsel	25,000.00	
	H2M Architects&Engineers Rebate	30,000.00	
		(221,000.00)	
	<b>Project Cost Net of Rebate</b>	<b>\$ 493,000.00</b>	(Fixture and Labor)
2	Avg. Annual Savings (10Yrs)	\$ 70,000.00	(692K/10 Years)
3	Breakeven - Year 6		(Project Cost = Accumulated Utility Savings)
4	Savings At End of 10 Yrs	692,000.00	
	Project Cost Net of Rebate	493,000.00	
	Net Savings of Warranty Period(10yrs)	<b>\$ 199,000.00</b>	Or 20K Per Year Net of Project Cost

CASE NO.

RESOLUTION NO.

Adopted:

Councilman

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING RETENTION OF  
DOUGLAS A. WILKE, ARCHITECT & ENGINEER, FOR ARCHITECTURAL  
SERVICES IN CONNECTION WITH NECESSARY REHABILITATIVE WORK  
AND OTHER IMPROVEMENTS AT ROCK HALL MUSEUM,  
LAWRENCE, NEW YORK

WHEREAS, The Town of Hempstead Department of Parks & Recreation proposes to undertake necessary rehabilitative work and other improvements at Rock Hall Museum, Lawrence, New York; and

WHEREAS, it is deemed desirable and necessary to obtain the services of an Architect for the purpose of preparing the necessary surveys, preliminary plans, contract drawings, specifications and other architectural services pertinent to the aforesaid project; and

WHEREAS, Douglas A. Wilke, Architect & Engineer, with offices and principal place of business at 38 Roosevelt Ave., Glen Head, New York, 11545, is duly licensed as an Architect under the laws of the State of New York, and is deemed well qualified to perform the architectural services required based on his previous architectural services rendered at Rock Hall Museum and other historic structures; and

WHEREAS, Douglas A. Wilke, Architect & Engineer has submitted a proposed agreement in writing dated February 19<sup>th</sup>, 2016, setting forth in detail the services to be performed and the consideration to be paid therefor; and

WHEREAS, the said agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized and directed to execute on behalf of the Town of Hempstead the above referenced proposed written agreement with Douglas A. Wilke, Architect & Engineer, for architectural services in connection with the proposed necessary rehabilitative work and other improvements at Rock Hall Museum, Lawrence, New York, and to make payment from Account number 7981-509-7981-5010 in an amount not to exceed a total of \$50,000.00 (Fifty Thousand Dollars).

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #

23

NAYS:

Case #

18986

AGREEMENT  
FOR CONSULTING SERVICES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ between the TOWN OF HEMPSTEAD, a municipal corporation of the State of New York, having its principal place of business at the Town Hall Plaza, Main Street, Hempstead, New York, hereinafter referred to as the "Town", And Douglas W. Wilke Architect-Engineer having their principal place of business at 38 Roswell Ave. Great Neck N.Y. 11545, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Town deems it desirable and necessary to obtain the professional services of Consultant for the purpose of preparing the necessary surveys, preliminary plans, contract plans, specifications and perform such other services pertinent to various park improvements as directed in writing by the Town; and

WHEREAS, the Consultant herein is adequately staffed, skilled, experienced in the type of work proposed and represents further that they are duly licensed and qualified as Registered Architects under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. A. Subject to the direction and control of the Commissioner of the Department of Parks and Recreation of the Town, hereinafter referred to as the "Commissioner", the Consultant agrees to perform all the usual and necessary engineering services in connection with surveys, preparation of plans, specifications, cost estimates, partial inspection and/or resident inspection during the construction and other pertinent services at such times and in connection with such park improvements as the said Commissioner may direct in writing.

B. The term of this agreement shall be extended for an indefinite period of time, unless terminated as hereinafter provided.

II. The nature of the services to be performed by the Consultant on planned improvements shall be such as the Commissioner of Parks and Recreation may require and direct, but shall generally include the following.

A. General

1. The Engineer shall serve as the Town's engineering representative in the planning and if so directed, professional inspection of the construction of the projects and shall give consultation and advice to the Town during the performance of its services.

## B. Survey and Plans

1. If required, the Consultant shall obtain and plot all necessary topographic, property line data, pertinent utility information, and all other field data necessary for the preparation of preliminary and final contract documents. Unless otherwise approved, all survey work shall have ties into Nassau County Monumentation System. Topographic data shall be drawn at an appropriate scale and submitted as an Adobe PDF file on CD-ROM(s).

## C. Soils Investigations and Reports

1. If necessary and upon written direction of the Commissioner, the Consultant shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Consultant shall first obtain the approval of the successful bidder by the Commissioner.

2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendations.

## D. Preliminary Plans

1. Initial site investigations, review of existing documents, meetings with Town officials and others to discuss project scope and recommendations.

2. Prepare a report describing existing conditions and recommendations, master plan, preliminary plans, outline specifications, and detailed unit cost estimates for the proposed work.

3. Review and revise such preliminary plans until they meet the approval of the Commissioner.

## E. Final Plans

1. Following approval of the preliminary plans and cost estimates by the Town and upon direction of the Commissioner, the Consultant shall prepare final construction plans, specifications and detailed cost estimates. Detailed contract plans shall be prepared at appropriate scale(s) and submitted as an Adobe PDF file on CD-Rom(s).

2. The Consultant shall confer with and obtain any applicable regulatory agency permits required for the proposed work.

3. The Consultant shall also assist the Town in the analysis of bids and make recommendations relative to award of contracts.

4. Furnish CD-ROM(s) of all the original contract drawings as adobe PDF files.

#### F. Partial Inspection

If requested in writing by the Commissioner, the Consultant shall provide partial inspection consisting of the following:

1. Advise the Commissioner or his representatives upon all questions involving interpretation of the Plans and Specifications.
2. Review and approve all shop detail drawings, construction drawings and all items requiring approval during construction.
3. Review and report upon all tests of machinery, equipment or material incorporated in the construction.
4. The Consultant shall periodically inspect construction in progress to assure that work is being accomplished in accordance with contract requirements. The frequency of these inspections shall be related to the progress and complexity of the work involved and as deemed necessary by the Commissioner. Each inspection shall be summarized with a written report submitted to the Commissioner.

#### G. Resident Inspection

If requested in writing by the Commissioner, the Consultant, under the direction of a Professional Engineer, shall provide continuous professional field inspection of construction to check the Contractors work for compliance with the drawings and specifications and shall endeavor to protect the Town against defects and deficiencies in the work of the Contractor.

The Consultant's professional inspection shall include the following services.

1. Reestablish on the site of the project the necessary horizontal and vertical control lines and bench marks for the Contractor to adequately and accurately lay out their own work. Check completed subgrade elevations prior to placement of final surface materials, paving, topsoil, sod, etc.
2. The Consultant shall furnish during actual construction, a full time qualified resident inspector to provide continuous field construction review and coordination of the various phases of work included in the project and to certify the work is in accordance with the plans and specifications. The resident inspector shall maintain a daily job diary which shall describe the work accomplished on each working day, the number of men employed at the site by each contractor, description of weather conditions, material shortages, labor difficulties and any other pertinent information of value. Copies of these daily reports, together with periodical summaries, shall be furnished to the Town at intervals to be determined by the Commissioner. The Consultant shall

submit the resident inspectors qualifications and hourly rate for approval of the Commissioner prior to the start of construction.

3. The Consultant shall issue such additional instructions to the Contractors as may be necessary to interpret the drawings and specifications, or to illustrate changes required in the Contractor's work.

4. The Consultant shall check all shop drawings and other data submitted by the Contractor for compliance with the drawings and specifications.

5. The Consultant shall make periodic inspections at the site to check the inspectors work, as well as the Contractor's compliance with the Contract Documents and to determine the extent of work completed in connection with monthly requests for payment by the Contractor.

6. The Consultant shall review and recommend for approval by the Commissioner all change orders, prepare and certify estimates and claims of the amount and value of construction work performed during each calendar month. He shall also provide certification of quantities or units of materials used in the work.

7. The Consultant shall professionally supervise and fully report the results of construction materials testing, special performance tests and explorations required for the project. A complete test program, bid summary and recommendations shall be submitted to the Commissioner for written approval, prior to issuing a Notice to Proceed to the Contractor.

8. The Consultant will hold job meetings, weekly if necessary, during progress of construction at which meetings representatives of the Consultant, and any prime contractors and their subcontractors engaged in the construction deemed necessary to the success of the meeting shall attend. It is intended that these meetings will aid in the coordination of the various phases of the project to the end, that a more efficient and complete construction shall be accomplished at the earliest possible moment. The Consultant agrees to notify the Commissioner in advance, to afford the Town the opportunity to have a representative attend and participate in such meetings. Detailed minutes of meetings shall be prepared by the Consultant and copies thereof furnished to the Town.

9. Furnish the Town with CD-ROM(s) of all the original contract drawings as adobe PDF files.

III. In consideration of the performance of services set forth and including all expenses to the Consultant in the accomplishment of his work, the Town agrees to pay the Consultant as follows.

A. For all work under Section II, paragraph B, the Consultant shall be paid two and one half (2.5) times the actual salaries (exclusive of any benefits), of the technical personnel

engaged in obtaining and preparing survey information necessary for the project. No payment will be made for stenographers, typists, clerks and accountants.

B. For all work under Section II, paragraph C, the Consultant shall be paid for the actual out of pocket costs for soils investigations. These costs shall include the final costs of soil borings and the Consultant's technical personnel cost as herein defined in Section III, paragraph A.

C. The Consultant shall be paid for the actual out of pocket costs for construction materials testing and for special performance tests. These costs shall include the final costs of testing and the Consultant's technical personnel cost as herein defined in Section III, paragraph A. Procedures for employing testing companies shall be comparable to those required for a boring contractor.

D. For all work under Section II, paragraphs D and E, the Consultant shall be paid a percentage fee on a net construction cost in accordance with the following schedule.

CONSTRUCTION COST RANGE	DESIGN	PARTIAL INSPECTION	RESIDENT INSPECTION	SURVEY
Less than 100,000	3 Times Time Card	2.5 Times Time Card	2.5 Times Time Card	2.5 Times Time Card
100,000	9.5%	"	"	"
300,000	9%	"	"	"
500,000	8%	"	"	"
1,000,000	7%	"	"	"
2,000,000 & Above	6%	"	"	"

A straight-line interpolation between these points shall apply and the percent amount shall be rounded off to two decimal places in computing the fee.

The net construction cost shall be the actual total construction cost of the project, exclusive of the fees of the Consultant and legal expenses. Until said cost of construction is established by the award of a construction contract, the Consultant's latest approved cost estimate, submitted in accordance with this agreement, shall be used as a basis of computing partial payments during the progress of preparing plans and specifications. When the actual cost of construction is determined, the total amount paid to the Consultant shall be adjusted to such final cost of construction. Any overpayment or underpayment of fees shall be adjusted accordingly.



E. For all work under Section II, paragraphs F and G, the Consultant shall bill the Town on a percentage fee or time card basis in accordance with Section III, paragraph D, monthly. All claims for services on a time card basis shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked, and the total compensation earned. All claims for payment shall be made on claim forms furnished by the Town, approved by the Commissioner of the Department of Parks and Recreation.

F. Final plans and specifications furnished by the Consultant for bidding purposes shall be reimbursed at the actual printing cost for same. The Consultant shall obtain a minimum of two (2) proposals for the printing. Notify the Town of the low bidder and upon receiving written approval, issue a purchase order to the low bidder.

G. Compensations for a Principal's time for services performed, shall be paid at the maximum rate of one hundred twenty five dollars (\$125.00) per hour without application of any multiplier. The Town shall be furnished a list of the Consultant's principals and their hourly rate.

H. If the Consultant is caused extra drafting or other expenses due to changes ordered by the Town after final plans have been accepted and approved by the Commissioner, or due to such changes ordered by the Town during construction, the Consultant shall be reimbursed by payment on a time basis as defined in Section III, paragraph A herein.

IV. Partial payments of the compensation agreed to be paid to the Consultant shall be made by the Town as follows.

A. Upon completion of all services as outlined in Section II, paragraph D, pertaining to Preliminary Plans, twenty percent (20%) of the basic fee described in Section III, paragraph D herein.

B. During progress of the work outlined in Section II, paragraph E, pertaining to Final Plans, and upon submission to the Commissioner of evidence satisfying him to the extent of the work accomplished, a further progress payment of sixty percent (60%) of the basic design fee described in Section III, paragraph D, in payment based on the percentage of work completed.

C. Upon delivery, acceptance and approval by the Commissioner of the Final Plans, Specifications complete with all Departmental comments and corrections made, and Final Cost Estimate, a further progress payment of ten percent (10%) of the basic fee described in Section III, paragraph D herein.

D. Upon receipt of bids and upon award of contract, the Consultant shall be paid a further progress payment of an additional sum to bring the Total Design fee payments to 95%, as provided in Section III, paragraph D, based upon the low bid or combination of low bids deemed most favorable to the Town.

E. Upon completion of all construction contract work based on the Plans and Specifications prepared by the Consultant and the work has been accepted by the Town, a final payment equal to 5% of the basic fee shall be paid to the Consultant.

It is understood and agreed that at the time the Town makes final payment of 5%, that final payment shall be based upon the appropriate fee percentage for the net construction cost of the completed construction contract, and shall be equal to the final fee less any prior progress payments. Any variance between the estimated cost of construction upon which the several partial payments will be made and the actual final cost of construction as it appears in the completed contract will be adjusted at that time.

F. If construction contracts for the work covered by the Final Plans, Specifications and Estimates of a project are not let within one (1) year, subject to the Commissioner's acceptance as to their reasonable completeness, the Consultant shall be paid the balance of percentages of fee as provided in Section III, paragraph D hereof, based on the mutually agreed upon Consultant's estimate of construction cost for the work shown on the Final Plans and Specifications.

G. With regard to any task for which payment is contemplated on the basis of two and one half (2.5) times Time Card costs, the Consultant shall submit a Personnel List for the Commissioner's approval setting forth the names of persons required for the task, the title held by each person and their hourly wage rates. The hourly wage rates to be compensated must stay in effect for a period of one year from date of approval by the Commissioner.

All requests for payment on a Time Card basis must be accompanied by a certified statement including the names of the persons performing the work, their tasks, title, hourly wage rates, number of hours worked and the total compensation earned. Payment will be made monthly.

V. It is understood and agreed that the Town reserves the right to progress actual design and construction of any project in such sequence and manner as it deems desirable.

VI. All completed original tracings, as built tracings, original master specification sheets shall constitute the property of the Town, but may during the course of the performance of the work required by this agreement, remain in custody of the Consultant unless otherwise directed by the Commissioner.

VII. All Drawings and Specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the Town. The Consultant shall advance any required fees on behalf of the Town and such advancements shall be fully reimbursable.

VIII. In the event that any claim is made or any action brought on any construction contract in any way relating to the Plans and Specifications drawn by the Consultant or any services rendered under this contract, the Consultant will diligently render to the Town any and all assistance which the Town may require of the Consultant. If any services of a principal of the Consultant are required under this Section of this Agreement, the Consultant shall furnish such services without additional compensation. If the services of employees of the Consultant are required under this Section, the Town shall reimburse the Consultant by payment on a time basis as defined in Section III, paragraph A herein.

IX. In addition to the foregoing services performed by the Consultant in relation to this project, the Town may also utilize the services of the Consultant on work not specifically classified herein. The nature and scope of such additional services shall be described in a letter from the Commissioner to the Consultant directing him to proceed with the work. For such additional services, the Consultant shall be reimbursed on a time card basis as defined in Section III, paragraph A herein.

X. The Consultant's compensation shall be paid by the Town out of such monies appropriated by the Town for the purposes herein provided. Members of any board, any other officer, employee or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

XI. The acceptance by the Consultant or anyone claiming under the Consultant, of any payment from the Town marked "FINAL PAYMENT" shall operate as a release from the Consultant or the claimant to the Town and shall prevent the Consultant or claimant from seeking any further or additional payments under this contract.

XII. Since it is intended to secure the personal services of \_\_\_\_\_, this contract shall not be assigned, sublet or transferred without the written consent of the Town. The Town's right to withhold such consent shall be absolute.

XIII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner whose decision shall be final and binding upon the Consultant to all matters arising out of, or in connection with, or relating to, this contract. In case of a dispute, the Commissioner shall determine the amount, quality, acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and the Commissioner's estimate and decision shall be final, conclusive and binding upon the Consultant.

XIV. The Town, upon giving written notice to the Consultant, shall have the absolute right to abandon or suspend the construction or the professional services provided for by this Agreement and such action shall in no event be deemed a breach of this Agreement.

XV. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisement for employees placed by or on behalf of the Consultant, the words, "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

XVI. This Agreement shall be void and of no effect unless the Consultant provides Insurance Policies and keeps in full force and effect during the life of the Agreement the following:

1. Workmen's Compensation and Disability Benefit Insurance for the benefit of such employees as are necessary to be so insured, in order to comply with provisions of the New York State Worker's Compensation Law.

2. Commercial/General Liability (Personal Injury including Death) Insurance, WHICH NAMES THE TOWN, ITS EMPLOYEES, AGENTS AND SERVANTS AS AN ADDITIONAL INSURED, in an amount of not less than \$2,000,000 per occurrence. This policy shall also include property damage in the amount of \$100,000.

3. Professional Liability Insurance in an amount not less than \$1,000,000.

The Consultant shall defend, indemnify, and hold harmless the Town and its agents, servants and employees from any and all damages or claims whatsoever occasioned by or caused to any person, partnership, association or corporation or occasioned by or caused to any property arising out of the performance or in connection with this contract. This paragraph shall not apply to any liability resulting solely from the negligence of the Town and its agents, servants and employees. This paragraph shall include inventions, royalties, patents, and patent rights.

The liability insurance policy submitted by the Consultant must be endorsed to cover the defense, indemnification and hold harmless agree set forth in the preceding paragraph.

All proofs of insurance coverage must contain not less than thirty days written "Notice of Cancellation or Changes" and shall be delivered upon signing of this Agreement. All such policies must be issued by an insurance company licensed to do business in New York State.

IN WITNESS WHEREOF, \_\_\_\_\_ has executed this agreement the day and year first shown written, and the TOWN OF HEMPSTEAD has executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

TOWN OF HEMPSTEAD

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

*Traci Beth Miller*  
TRACI BETH MILLER  
Notary Public, State of New York  
No. 01M16186425  
Qualified in Nassau County  
Commission Expires April 28, 2012: 2016

*[Handwritten Signature]*  
\_\_\_\_\_  
Company Name  
Principal

Approved by:

*[Handwritten Signature]*  
\_\_\_\_\_  
Michael J. Zappolo  
Commissioner, Department of  
Parks & Recreation

\_\_\_\_\_  
Date

Approved:

*[Handwritten Signature]*  
\_\_\_\_\_  
Theresa E. Gaffney  
Executive Assistant  
Dated: 3/22/16

Form Approved by:

*[Handwritten Signature]*  
\_\_\_\_\_  
Charles O. Heine  
Town Attorney  
*Senior* Deputy Town Attorney

3/18/16  
\_\_\_\_\_  
Date

APPROVED AS TO  
AVAILABLE FUNDS  
By: *[Handwritten Signature]* Dated: 3/23/16  
*[Handwritten Signature]* 3/23/16  
KEVIN R. CONROY  
TOWN COMPTROLLER

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

ON THIS 19<sup>th</sup> DAY OF February 2016, BEFORE ME PERSONALLY  
CAME DOUGLAS A. WILK TO ME KNOWN AND KNOWN TO ME, WHO, BEING BY ME DULY  
SWORN, DID DEPOSE AND SAY THAT HE RESIDES AT 38 Roosevelt Ave. Gluthead.  
NJ. 11545 AND THAT HE IS THE OWNER OF THE CORPORATION  
DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT; THAT HE 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 SIGNED HIS NAME THERETO BY  
LIKE ORDER.

Traci Beth Miller  
NOTARY PUBLIC, NASSAU COUNTY

TRACI BETH MILLER  
Notary Public, State of New York  
No. 01MI16186425  
Qualified in Nassau County  
Commission Expires April 28, 2012 2016

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

ON THIS DAY OF 20 , BEFORE ME PERSONALLY  
CAME, ANTHONY J. SANTINO, TO ME KNOWN AND KNOWN TO ME TO BE THE SUPERVISOR OF  
THE TOWN BOARD OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK; WHO BEING  
BY ME DULY SWORN DID DEPOSE AND SAY THAT HE  
IS THE SUPERVISOR OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY,  
NEW YORK, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE  
INSTRUMENT AND THAT SHE KNOWS THE CORPORATE SEAL OF SAID CORPORATION; THAT  
THE SEAL AFFIXED TO SAID INSTRUMENT 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, NASSAU COUNTY

February 1, 2016

Michael Zappolo, Commissioner  
Department of Parks & Recreation  
Town of Hempstead  
200 North Franklin Avenue  
Hempstead, New York 11550-1390

Re.: Rock Hall Museum Repairs

As requested the office of the undersigned will survey needed repairs and restoration at Rock Hall in the following sequence. The work can be conducted under the Wilke A/E Professional Services On-Call Contract (authorized by Town Board Resolution No. 858-2010) with Town of Hempstead General Services. A report will be forwarded to your office following each task. The investigation and task documents will include the following as required:

Task One: Document research of structure and printout

Task Two: Preliminary field survey of conditions

Task Three: Conference with Parks Engineering to scope extent and timing of detailed investigation

Task Four: Detailed investigations including removals as required

Task Five: Report and conference with Park Engineering

Task Six: Minor temporary and/or permanent repairs

Task Seven: Preparation of plans and specifications for extended bid work if conditions dictate; estimated cost; time line for required work

Task Eight: Bid and award as necessary

Task Nine: Engineering supervision as necessary

Task Ten: Punch List; Engineering and Parks Engineering combined review

Douglas A. Wilke PE/RA – Tasks: One to Ten

Randolph Schmitt RA – Tasks: One to Ten

Charles Sass, carpentry investigation, removals and restoration – Tasks: Two to Four

Craig Wadel, carpentry investigation, removals and restoration – Tasks: Two to Four

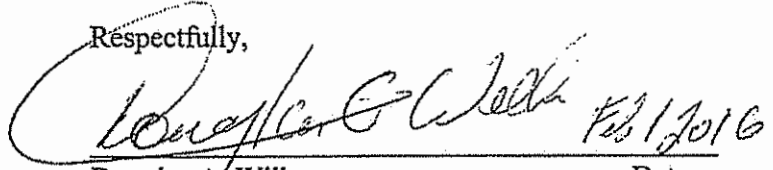


The field survey will be conducted under reasonable weather conditions in March 2015, when temperatures exceed thirty-five degrees.

At this time any comments from Parks Engineering and/or Rock Hall staff are requested.

All clearing of furnishings in the areas of survey and physical exploration shall be moved under the full responsibility of the Town of Hempstead and the Rock Hall staff.

Respectfully,

A handwritten signature in cursive script, appearing to read "Douglas A. Wilke", is written over a horizontal line. To the right of the signature, the date "Feb 12/2016" is handwritten.

Douglas A. Wilke  
Architect & Engineer

Date

PROPOSAL  
for

Investigation and Restoration of Uncovered Deterioration  
Rock Hall, Town of Hempstead

Rock Hall, built in 1767, is noted as a classic Georgian Colonial Residential building. It is included on the Federal list of Historic buildings.

Presently this historic structure is open for twelve months of the year for individual and group visitation. Upwards to sixty school children are shown through the building during one day.

The building exhibits external elements of structural deterioration. Walls are out of plumb, flooring has been worn thin and four stories of wooden stairs require detailed structural evaluation to carry continued pedestrian and group loadings.

This proposal addresses investigation, integral evaluation and solution for restoration, continued preservation and public utilization of Rock Hall and surrounding property as a historic structure house museum. Where limited repairs, stabilization, alignment and replacement are required following uncovering during investigation, restoration is herein proposed by the Architect on a Timecard upset price basis.

This proposal is submitted to employ three categories of professional work:

Part One: Surface survey, evaluation and recommendation for a fixed professional fee.

Part Two: Investigation involving removals for investigation for required structural restoration and repair billed on as required work hours to expose, evaluate and where possible restore unsatisfactory conditions. Fees for actual restoration time would be presented as an estimated fee for labor and materials, to the Town of Hempstead prior to proceeding. The estimate would include a "cap upset price of not to exceed" an agreed to amount for Labor and Material Wilke A/E overhead and profit. Work would be conducted on an hourly labor cost plus markup of 2.5 as per Town contract allowance.

Part Three: Summary of Conditions

- A. Recommendations for continued restoration and preservation under continued public use.
- B. Recommendation for periodic restoration, repair and replacement.

Specific areas of work and maximum fee for Professional Services:

Part One Work

A. Surface evaluation and plan investigation

- Onsite surface investigation without removals. \$2,000 cap maximum billing
- Evaluation as per structural plans and earlier restorations 1792-2010. \$2,000 cap maximum billing

B. Written Report Included

- Total Maximum Professional fixed fee for Part One four thousand (\$4,000) dollars

Part Two Work

A. Building removals for investigation

Involving structural elements on an hourly basis for Wilke A/E and Wilke staff carpenters to include: removals, evaluation, structural completion, surface restoration except plaster restoration and surface paint, plus record drawings including the following with maximum Professional completion price. Oversight of T.O.H. forces when applicable for use.

1. Exterior south west exterior walls structural correction  
\$6,500 maximum fee for Professional Services
2. Interior wood framed walls structural and paneling correction  
\$5,000 maximum fee for Professional Services
3. Interior basement masonry walls structural correction  
\$2,500 maximum fee for Professional Services
4. Basement stairs (wood) structural bracing  
\$2,500 maximum fee for Professional Services
5. First to third floor stairs including removal and replacement of plaster following additional structural support installation  
\$15,000 maximum fee for Professional Services, plaster & paint restoration by others
6. Roof cover – review & recommendation only
  - Cedar shake shingles
  - Single-ply roof
  - Lead coated copper drainage system\$1,500 maximum fee for Professional Services
7. Millwork minor repair and adjustment
  - Windows
  - Trim, moldings and paneling\$4,000 maximum fee for Professional Services
8. Floors – review and recommendation only for continued use and stability
  - First
  - Second
  - Third\$2,000 maximum fee for Professional Services
9. Exterior – review and oversight of Town forces Restoration
  - Brick cistern\$3,000 maximum fee for Professional Services

B. Written Report and applicable drawings

Total Part Two \$42,000

Part Three Professional Services

- A. Written report for present and future utilization:
- Evaluation of structure for present utilization
  - Evaluation of grounds for present utilization

- Recommendation for additional work for continued utilization
  - Diagrams as applicable
- \$2,000 Professional fee

- B. Written report schedule of preservation restoration on an annual basis
- Building
  - Site
- \$2,000 Professional fee

Total Part Three \$4,000

Professional Services Cost Summary

Part One Surface & Plan Survey \$4,000

Part Two Removal, Survey, Repair

Time Cost Basis upset price not to exceed

- |   |                |
|---|----------------|
| 1. South west exterior: removals & restoration                              | \$6,500        |
| 2. Interior wall: removals & restoration as required                        | \$5,000        |
| 3. Interior basement: masonry repair as required                            | \$2,500        |
| 4. Basement wood stairs: appropriate bracing                                | \$2,500        |
| 5. First to third floor stairs: plaster removals, added appropriate bracing | \$15,000       |
| 6. Roofing: surface analysis & recommendations                              | \$1,500        |
| 7. Millwork: evaluation of existing millwork condition                      | \$4,000        |
| 8. Floors: evaluation of present and future stability                       | \$2,000        |
| 9. Exterior cistern: evaluation and oversight of cap structure              | <u>\$3,000</u> |
| Total Part Two  | \$42,000       |

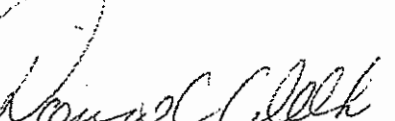
Part Three Written Report

- |  |                |
|--|----------------|
| A. Present and future utilization by public as Colonial House Museum | \$2,000        |
| B. Schedule of maintenance on an annual basis                        | <u>\$2,000</u> |
| Total Part Three   | \$4,000        |

TOTAL UPSET COST INCLUDING CONSTRUCTION \$50,000

Note: Part Two Costs

Part two cost is an UPSET COST a maximum Professional fee based on an hourly estimated evaluation and possible physical carpentry restoration plus material cost. The stairs are a possible expected maximum cost of a total of \$15,000. Part One \$4,000 and Part Three \$4,000 are fixed. The resulting fee and restoration carpentry should be considered to be \$40,000 to \$50,000 maximum under the upset not to exceed fee program.

  
 Douglas A. Wilke, P.E. & R.A.  
 Architect & Engineer

Date

*Feb 1 2016*

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE RETENTION OF  
RIMKUNAS ENGINEERING, PLLC  
FOR CONSULTING SERVICES FOR  
THE DEPARTMENT OF PARKS & RECREATION.

WHEREAS, the Commissioner of the Department of Parks and Recreation has recommended, and this board deems it desirable and necessary to obtain the services of a Consultant for the purpose of rendering engineering services from time to time at various park facilities; and

WHEREAS, Rimkunas Engineering, PLLC, with offices and principal place of business at 22 Rusco Street, Huntington, New York, 11743, is duly licensed under the laws of the State of New York, and is deemed well qualified to perform the consulting services required; and

WHEREAS, said Rimkunas Engineering, PLLC, has submitted a proposed Agreement in writing, dated March 3<sup>rd</sup>, 2016, setting forth in detail the consideration to be paid therefore; and

WHEREAS, the said proposed Agreement and all of its terms are deemed just, equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the proposed Agreement of Rimkunas Engineering, PLLC, 22 Rusco Street, Huntington, New York 11743 dated March 3<sup>rd</sup>, 2016 and on file in the office of the Town Clerk, to provide consulting services for the Department of Parks and Recreation be and the same hereby is approved and accepted and that the Supervisor be and he hereby is authorized to execute said agreement and pay for said consultant services, when rendered, in an amount not to exceed three hundred thousand dollars (\$300,000.00) from the appropriate capital or budget account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

29456

# Rimkunas Engineering, PLLC

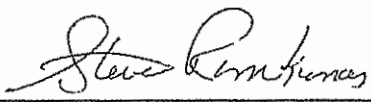
*TRANSMITTAL*

To: <b>Town of Hempstead Department of Parks and Recreation Design and Construction 200 North Franklin Street Hempstead, NY 11550</b>	Date: <b>March 3, 2016</b>	
	Order	Client Job:
	Re: <b>Consultant Agreement</b>	
Attn: <b>Filomena Messe</b>	CC:	

We are sending you via messenger the following items:

Document Number	Originals	Copies	Description
	1		Consultant Agreement
	1		Public Disclosure
	1		W9
	1		Certificate of Insurance
	1		CE-200

Remarks:	
----------	--

Signed: 

**Steve Rimkunas, P.E.**

22 Rusco Street  
Huntington, NY 11743

516-313-8538  
www.rimkuansengineering.com

AGREEMENT  
FOR CONSULTING SERVICES

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ between the TOWN OF HEMPSTEAD, a municipal corporation of the State of New York, having its principal place of business at the Town Hall Plaza, Main Street, Hempstead, New York, hereinafter referred to as the "Town", And Rimkunas Engineering, P.L.L.C. having their principal place of business at 22 Rusco Street, Huntington, NY 11743, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Town deems it desirable and necessary to obtain the professional services of Consultant for the purpose of preparing the necessary surveys, preliminary plans, contract plans, specifications and perform such other services pertinent to various park improvements as directed in writing by the Town; and

WHEREAS, the Consultant herein is adequately staffed, skilled, experienced in the type of work proposed and represents further that they are duly licensed and qualified as Registered Architects under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. A. Subject to the direction and control of the Commissioner of the Department of Parks and Recreation of the Town, hereinafter referred to as the "Commissioner", the Consultant agrees to perform all the usual and necessary engineering services in connection with surveys, preparation of plans, specifications, cost estimates, partial inspection and/or resident inspection during the construction and other pertinent services at such times and in connection with such park improvements as the said Commissioner may direct in writing.

B. The term of this agreement shall be extended for an indefinite period of time, unless terminated as hereinafter provided.

II. The nature of the services to be performed by the Consultant on planned improvements shall be such as the Commissioner of Parks and Recreation may require and direct, but shall generally include the following.

A. General

1. The Engineer shall serve as the Town's engineering representative in the planning and if so directed, professional inspection of the construction of the projects and shall give consultation and advice to the Town during the performance of its services.

## B. Survey and Plans

1. If required, the Consultant shall obtain and plot all necessary topographic, property line data, pertinent utility information, and all other field data necessary for the preparation of preliminary and final contract documents. Unless otherwise approved, all survey work shall have ties into Nassau County Monumentation System. Topographic data shall be drawn at an appropriate scale and submitted as an Adobe PDF file on CD-ROM(s).

## C. Soils Investigations and Reports

1. If necessary and upon written direction of the Commissioner, the Consultant shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Consultant shall first obtain the approval of the successful bidder by the Commissioner.

2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendations.

## D. Preliminary Plans

1. Initial site investigations, review of existing documents, meetings with Town officials and others to discuss project scope and recommendations.

2. Prepare a report describing existing conditions and recommendations, master plan, preliminary plans, outline specifications, and detailed unit cost estimates for the proposed work.

3. Review and revise such preliminary plans until they meet the approval of the Commissioner.

## E. Final Plans

1. Following approval of the preliminary plans and cost estimates by the Town and upon direction of the Commissioner, the Consultant shall prepare final construction plans, specifications and detailed cost estimates. Detailed contract plans shall be prepared at appropriate scale(s) and submitted as an Adobe PDF file on CD-Rom(s).

2. The Consultant shall confer with and obtain any applicable regulatory agency permits required for the proposed work.

3. The Consultant shall also assist the Town in the analysis of bids and make recommendations relative to award of contracts.



4. Furnish CD-ROM(s) of all the original contract drawings as adobe PDF files.

F. Partial Inspection

If requested in writing by the Commissioner, the Consultant shall provide partial inspection consisting of the following:

1. Advise the Commissioner or his representatives upon all questions involving interpretation of the Plans and Specifications.

2. Review and approve all shop detail drawings, construction drawings and all items requiring approval during construction.

3. Review and report upon all tests of machinery, equipment or material incorporated in the construction.

4. The Consultant shall periodically inspect construction in progress to assure that work is being accomplished in accordance with contract requirements. The frequency of these inspections shall be related to the progress and complexity of the work involved and as deemed necessary by the Commissioner. Each inspection shall be summarized with a written report submitted to the Commissioner.

G. Resident Inspection

If requested in writing by the Commissioner, the Consultant, under the direction of a Professional Engineer, shall provide continuous professional field inspection of construction to check the Contractors work for compliance with the drawings and specifications and shall endeavor to protect the Town against defects and deficiencies in the work of the Contractor.

The Consultant's professional inspection shall include the following services.

1. Reestablish on the site of the project the necessary horizontal and vertical control lines and bench marks for the Contractor to adequately and accurately lay out their own work. Check completed subgrade elevations prior to placement of final surface materials, paving, topsoil, sod, etc.

2. The Consultant shall furnish during actual construction, a full time qualified resident inspector to provide continuous field construction review and coordination of the various phases of work included in the project and to certify the work is in accordance with the plans and specifications. The resident inspector shall maintain a daily job diary which shall describe the work accomplished on each working day, the number of men employed at the site by each contractor, description of weather conditions, material shortages, labor difficulties and any other pertinent information of value. Copies of these daily reports, together with periodical summaries, shall be furnished to the Town at intervals to be determined by the Commissioner. The Consultant shall

submit the resident inspectors qualifications and hourly rate for approval of the Commissioner prior to the start of construction.

3. The Consultant shall issue such additional instructions to the Contractors as may be necessary to interpret the drawings and specifications, or to illustrate changes required in the Contractor's work.

4. The Consultant shall check all shop drawings and other data submitted by the Contractor for compliance with the drawings and specifications.

5. The Consultant shall make periodic inspections at the site to check the inspectors work, as well as the Contractor's compliance with the Contract Documents and to determine the extent of work completed in connection with monthly requests for payment by the Contractor.

6. The Consultant shall review and recommend for approval by the Commissioner all change orders, prepare and certify estimates and claims of the amount and value of construction work performed during each calendar month. He shall also provide certification of quantities or units of materials used in the work.

7. The Consultant shall professionally supervise and fully report the results of construction materials testing, special performance tests and explorations required for the project. A complete test program, bid summary and recommendations shall be submitted to the Commissioner for written approval, prior to issuing a Notice to Proceed to the Contractor.

8. The Consultant will hold job meetings, weekly if necessary, during progress of construction at which meetings representatives of the Consultant, and any prime contractors and their subcontractors engaged in the construction deemed necessary to the success of the meeting shall attend. It is intended that these meetings will aid in the coordination of the various phases of the project to the end, that a more efficient and complete construction shall be accomplished at the earliest possible moment. The Consultant agrees to notify the Commissioner in advance, to afford the Town the opportunity to have a representative attend and participate in such meetings. Detailed minutes of meetings shall be prepared by the Consultant and copies thereof furnished to the Town.

9. Furnish the Town with CD-ROM(s) of all the original contract drawings as adobe PDF files.

III. In consideration of the performance of services set forth and including all expenses to the Consultant in the accomplishment of his work, the Town agrees to pay the Consultant as follows.

A. For all work under Section II, paragraph B, the Consultant shall be paid two and one half (2.5) times the actual salaries (exclusive of any benefits), of the technical personnel

engaged in obtaining and preparing survey information necessary for the project. No payment will be made for stenographers, typists, clerks and accountants.

B. For all work under Section II, paragraph C, the Consultant shall be paid for the actual out of pocket costs for soils investigations. These costs shall include the final costs of soil borings and the Consultant's technical personnel cost as herein defined in Section III, paragraph A.

C. The Consultant shall be paid for the actual out of pocket costs for construction materials testing and for special performance tests. These costs shall include the final costs of testing and the Consultant's technical personnel cost as herein defined in Section III, paragraph A. Procedures for employing testing companies shall be comparable to those required for a boring contractor.

D. For all work under Section II, paragraphs D and E, the Consultant shall be paid a percentage fee on a net construction cost in accordance with the following schedule.

CONSTRUCTION COST RANGE	DESIGN	PARTIAL INSPECTION	RESIDENT INSPECTION	SURVEY
Less than 100,000	3 Times Time Card	2.5 Times Time Card	2.5 Times Time Card	2.5 Times Time Card
100,000	9.5%	"	"	"
300,000	9%	"	"	"
500,000	8%	"	"	"
1,000,000	7%	"	"	"
2,000,000 & Above	6%	"	"	"

A straight-line interpolation between these points shall apply and the percent amount shall be rounded off to two decimal places in computing the fee.

The net construction cost shall be the actual total construction cost of the project, exclusive of the fees of the Consultant and legal expenses. Until said cost of construction is established by the award of a construction contract, the Consultant's latest approved cost estimate, submitted in accordance with this agreement, shall be used as a basis of computing partial payments during the progress of preparing plans and specifications. When the actual cost of construction is determined, the total amount paid to the Consultant shall be adjusted to such final cost of construction. Any overpayment or underpayment of fees shall be adjusted accordingly.

E. For all work under Section II, paragraphs F and G, the Consultant shall bill the Town on a percentage fee or time card basis in accordance with Section III, paragraph D, monthly. All claims for services on a time card basis shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked, and the total compensation earned. All claims for payment shall be made on claim forms furnished by the Town, approved by the Commissioner of the Department of Parks and Recreation.

F. Final plans and specifications furnished by the Consultant for bidding purposes shall be reimbursed at the actual printing cost for same. The Consultant shall obtain a minimum of two (2) proposals for the printing. Notify the Town of the low bidder and upon receiving written approval, issue a purchase order to the low bidder.

G. Compensations for a Principal's time for services performed, shall be paid at the maximum rate of one hundred twenty five dollars (\$125.00) per hour without application of any multiplier. The Town shall be furnished a list of the Consultant's principals and their hourly rate.

H. If the Consultant is caused extra drafting or other expenses due to changes ordered by the Town after final plans have been accepted and approved by the Commissioner, or due to such changes ordered by the Town during construction, the Consultant shall be reimbursed by payment on a time basis as defined in Section III, paragraph A herein.

IV. Partial payments of the compensation agreed to be paid to the Consultant shall be made by the Town as follows.

A. Upon completion of all services as outlined in Section II, paragraph D, pertaining to Preliminary Plans, twenty percent (20%) of the basic fee described in Section III, paragraph D herein.

B. During progress of the work outlined in Section II, paragraph E, pertaining to Final Plans, and upon submission to the Commissioner of evidence satisfying him to the extent of the work accomplished, a further progress payment of sixty percent (60%) of the basic design fee described in Section III, paragraph D, in payment based on the percentage of work completed.

C. Upon delivery, acceptance and approval by the Commissioner of the Final Plans, Specifications complete with all Departmental comments and corrections made, and Final Cost Estimate, a further progress payment of ten percent (10%) of the basic fee described in Section III, paragraph D herein.

D. Upon receipt of bids and upon award of contract, the Consultant shall be paid a further progress payment of an additional sum to bring the Total Design fee payments to 95%, as provided in Section III, paragraph D, based upon the low bid or combination of low bids deemed most favorable to the Town.

E. Upon completion of all construction contract work based on the Plans and Specifications prepared by the Consultant and the work has been accepted by the Town, a final payment equal to 5% of the basic fee shall be paid to the Consultant.

It is understood and agreed that at the time the Town makes final payment of 5%, that final payment shall be based upon the appropriate fee percentage for the net construction cost of the completed construction contract, and shall be equal to the final fee less any prior progress payments. Any variance between the estimated cost of construction upon which the several partial payments will be made and the actual final cost of construction as it appears in the completed contract will be adjusted at that time.

F. If construction contracts for the work covered by the Final Plans, Specifications and Estimates of a project are not let within one (1) year, subject to the Commissioner's acceptance as to their reasonable completeness, the Consultant shall be paid the balance of percentages of fee as provided in Section III, paragraph D hereof, based on the mutually agreed upon Consultant's estimate of construction cost for the work shown on the Final Plans and Specifications.

G. With regard to any task for which payment is contemplated on the basis of two and one half (2.5) times Time Card costs, the Consultant shall submit a Personnel List for the Commissioner's approval setting forth the names of persons required for the task, the title held by each person and their hourly wage rates. The hourly wage rates to be compensated must stay in effect for a period of one year from date of approval by the Commissioner.

All requests for payment on a Time Card basis must be accompanied by a certified statement including the names of the persons performing the work, their tasks, title, hourly wage rates, number of hours worked and the total compensation earned. Payment will be made monthly.

V. It is understood and agreed that the Town reserves the right to progress actual design and construction of any project in such sequence and manner as it deems desirable.

VI. All completed original tracings, as built tracings, original master specification sheets shall constitute the property of the Town, but may during the course of the performance of the work required by this agreement, remain in custody of the Consultant unless otherwise directed by the Commissioner.

VII. All Drawings and Specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the Town. The Consultant shall advance any required fees on behalf of the Town and such advancements shall be fully reimbursable.

VIII. In the event that any claim is made or any action brought on any construction contract in any way relating to the Plans and Specifications drawn by the Consultant or any services rendered under this contract, the Consultant will diligently render to the Town any and all assistance which the Town may require of the Consultant. If any services of a principal of the Consultant are required under this Section of this Agreement, the Consultant shall furnish such services without additional compensation. If the services of employees of the Consultant are required under this Section, the Town shall reimburse the Consultant by payment on a time basis as defined in Section III, paragraph A herein.

IX. In addition to the foregoing services performed by the Consultant in relation to this project, the Town may also utilize the services of the Consultant on work not specifically classified herein. The nature and scope of such additional services shall be described in a letter from the Commissioner to the Consultant directing him to proceed with the work. For such additional services, the Consultant shall be reimbursed on a time card basis as defined in Section III, paragraph A herein.

X. The Consultant's compensation shall be paid by the Town out of such monies appropriated by the Town for the purposes herein provided. Members of any board, any other officer, employee or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

XI. The acceptance by the Consultant or anyone claiming under the Consultant, of any payment from the Town marked "FINAL PAYMENT" shall operate as a release from the Consultant or the claimant to the Town and shall prevent the Consultant or claimant from seeking any further or additional payments under this contract.

XII. Since it is intended to secure the personal services of \_\_\_\_\_, this contract shall not be assigned, sublet or transferred without the written consent of the Town. The Town's right to withhold such consent shall be absolute.

XIII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner whose decision shall be final and binding upon the Consultant to all matters arising out of, or in connection with, or relating to, this contract. In case of a dispute, the Commissioner shall determine the amount, quality, acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and the Commissioner's estimate and decision shall be final, conclusive and binding upon the Consultant.

XIV. The Town, upon giving written notice to the Consultant, shall have the absolute right to abandon or suspend the construction or the professional services provided for by this Agreement and such action shall in no event be deemed a breach of this Agreement.

XV. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisement for employees placed by or on behalf of the Consultant, the words, "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

XVI. This Agreement shall be void and of no effect unless the Consultant provides Insurance Policies and keeps in full force and effect during the life of the Agreement the following:

1. Workmen's Compensation and Disability Benefit Insurance for the benefit of such employees as are necessary to be so insured, in order to comply with provisions of the New York State Worker's Compensation Law.

2. Commercial/General Liability (Personal Injury including Death) Insurance, WHICH NAMES THE TOWN, ITS EMPLOYEES, AGENTS AND SERVANTS AS AN ADDITIONAL INSURED, in an amount of not less than \$2,000,000 per occurrence. This policy shall also include property damage in the amount of \$100,000.

3. Professional Liability Insurance in an amount not less than \$1,000,000.

The Consultant shall defend, indemnify, and hold harmless the Town and its agents, servants and employees from any and all damages or claims whatsoever occasioned by or caused to any person, partnership, association or corporation or occasioned by or caused to any property arising out of the performance or in connection with this contract. This paragraph shall not apply to any liability resulting solely from the negligence of the Town and its agents, servants and employees. This paragraph shall include inventions, royalties, patents, and patent rights.

The liability insurance policy submitted by the Consultant must be endorsed to cover the defense, indemnification and hold harmless agree set forth in the preceding paragraph.

All proofs of insurance coverage must contain not less than thirty days written "Notice of Cancellation or Changes" and shall be delivered upon signing of this Agreement. All such policies must be issued by an insurance company licensed to do business in New York State.





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

ON THIS 3<sup>rd</sup> DAY OF March 2016, BEFORE ME PERSONALLY  
CAME Steven Rimkus TO ME KNOWN AND KNOWN TO ME, WHO, BEING BY ME DULY  
SWORN, DID DEPOSE AND SAY THAT HE RESIDES AT 22 Rusco street,  
Huntington, NY 11743 AND THAT HE IS THE owner OF THE CORPORATION  
DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT; THAT HE 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 SIGNED HIS NAME THERETO BY  
LIKE ORDER.

  
NOTARY PUBLIC, NASSAU COUNTY

DANA GELLER  
Notary Public, State of New York  
No. 01GE6095827  
Qualified in Nassau County  
Commission Expires July 24, 2019

9-25-19

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

ON THIS DAY OF 20, BEFORE ME PERSONALLY  
CAME, ANTHONY J. SANTINO, TO ME KNOWN AND KNOWN TO ME TO BE THE SUPERVISOR OF  
THE TOWN BOARD OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK; WHO BEING  
BY ME DULY SWORN DID DEPOSE AND SAY THAT HE  
IS THE SUPERVISOR OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY,  
NEW YORK, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE  
INSTRUMENT AND THAT SHE KNOWS THE CORPORATE SEAL OF SAID CORPORATION; THAT  
THE SEAL AFFIXED TO SAID INSTRUMENT 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, NASSAU COUNTY

**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.** ITIN 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)(iii). 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 clarification 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 write "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>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>4</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)(i) (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.  
 \*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.ftc.gov/idtheft](http://www.ftc.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, payers 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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2016

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 MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277	CONTACT NAME: Phyllis Constantino	
	PHONE (A/C, No, Ext): (704) 256-6000 FAX (A/C, No): (704) 256-6001 E-MAIL ADDRESS: phyllis@medallioninsurance.com	
INSURED Rimkunas Engineering, PLLC 22 Rusco St Huntington NY 11743	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company	11000
	INSURER B: Liberty Insurance Underwriters	19917
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL163203278 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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		22SBMUP1763	11/25/2015	11/25/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: AUTOMOBILE LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Hired/Non-Ownwed Auto \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			AEENYA8LPP001	11/25/2015	11/25/2016	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THE TOWN, ITS EMPLOYEES, AGENTS AND SERVANTS AS AN ADDITIONAL INSURED when Required By Written Contract, Written Agreement Or Permit Form SS 00 08 04 05

<b>CERTIFICATE HOLDER</b>  Town of Hempstead Dept of Parks and Recreation Design and Construction 200 N Franklin St Hempstead, NY 11550	<b>CANCELLATION</b>  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  Joe Minervini/PHYLLI

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ACORD 25 (2014/01)  
INS025 (2014/01)

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**Certificate of Attestation of Exemption  
From New York State Workers' Compensation  
and/or Disability Benefits Insurance Coverage**

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center"><b>In the Application of (Legal Entity Name and Address):</b></p> <p>STEVE J. RIMKUNAS DBA: RIMKUNAS ENGINEERING, PLLC 22 RUSCO STREET HUNTINGTON, NY 11743 PHONE: 516-313-8538 FEIN: XXXXX2282</p>	<p align="center"><b>Business Applying For: Contract with Government Agency</b></p> <p>From: TOWN OF HEMPSTEAD</p>
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**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:  
The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Partners / Members: STEVEN RIMKUNAS

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:  
The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, STEVE J. RIMKUNAS, am the Member with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

<b>SIGN HERE</b>	<b>Signature:</b>	<b>Date:</b>
<p><b>Exemption Certificate Number</b> <b>2016-012518</b></p>		<p><b>Received</b> <b>March 3, 2016</b> <b>NYS Workers' Compensation Board</b></p>

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ACCEPT A PROPOSAL WITH PEOPLE STRATEGY, INC. FOR CONSULTING SERVICES FOR SETTING UP A SERVER FOR FUJITSU PROCESSING.

WHEREAS, People Strategy, Inc., 5883 Glenridge Drive, Suite 200, Atlanta, GA 30328 has submitted a proposal to the Information and Technology Department of The Town of Hempstead for consulting services to accommodate setting up a server for Fujitsu processing; and

WHEREAS, People Strategy is a sole source provider; and

WHEREAS, the terms of the proposal will be 80 hours of consulting including 40 hours to install the Fujitsu COBOL system, customize processes for file migration from Netexpress, and a system unit test on the new servers. The other 40 hours will include assistance in testing and Go Live migration at a rate of \$253.55 per hour; and

WHEREAS, the Commissioner of The Information and Technology Department deems the proposal to be in the best interest of the Town of Hempstead and to be fair and reasonable; and

NOW, THEREFORE, BE IT

RESOLVED, that the proposal from People Strategy, Inc., with an office at 5883 Glenridge Drive, Suite 200, Atlanta, GA 30328, for 80 hours of consulting services totaling \$20,284.00, will be paid, in a one payment from the Information and Technology account #010-001-1680-4151;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25  
Case #14301





November 25, 2015

Dear Valued Software Customer,

PeopleStrategy provides its customers with Software services, including compliance and tax related updates. PeopleStrategy is the sole provider of such services which ensures that software updates and support provided by us works appropriately with your system. Should you have any questions or need any further information, please do not hesitate to contact your services representative.

Sincerely,

PeopleStrategy, Inc.

---

**What is YOUR People Strategy?**

PeopleStrategy, Inc. ♦ 5883 Glenridge Drive Suite 200 ♦ Atlanta, GA 30328  
Phone: 855.488.4100 ♦ Fax: 866.485.8293 ♦ [www.peoplestrategy.com](http://www.peoplestrategy.com)

**Work Order for Consulting Services**

CUSTOMER: Town of Hempstead

Date: October 15, 2015

BILLING ADDRESS: Richard Meier  
1 Washington St  
Hempstead, NY 11550Customer Id:  
Phone: 516-489-1571  
Email: rmeier@tohmail.org**1.0 Estimated Contract Amount (US Dollars)**

Consulting rate per hour:	\$253.55
Estimated consulting hours:	80
Estimated travel and living	\$0.00
Contract amount:	\$20,284.00

**2.0 Services Description**

PeopleStrategy, Inc. ("PeopleStrategy") will provide Town of Hempstead ("Client") with consulting services ("Services") on site as requested to accommodate setting up the server for Fujitsu processing.

**3.0 Key Deliverables**

The updates to the new server will accommodate Fujitsu processing. The work required to complete this request includes the following:

- 1<sup>st</sup> 40 hours will include:
  - Install regenned Fujitsu COBOL system
  - Customize processes for file migration from Netexpress to Fujitsu to include current system customizations
  - System unit test on the new servers.
- 2<sup>nd</sup> 40 hours will include:
  - Assist in system acceptance testing and Go Live migration.

**4.0 Resources and Reporting**

A PeopleStrategy resource will be assigned to this project for up to the defined number of hours of assistance as specified in and upon acceptance of this Work Order. Customer staff will need to be available as required and or specified to provide information on a timely basis to progress effectively with the work order.

**5.0 Terms and Conditions**

The time estimate of the effort is based on PeopleStrategy's present understanding of the requirements. If additional effort is required, PeopleStrategy will furnish Town of Hempstead with a

new estimate and will continue work, subject to availability of personnel, only after receiving written authorization from Town of Hempstead.

PeopleStrategy will invoice monthly for hours used. It is expected that the development and testing work will be performed off-site.

The terms specified in this work order are valid for 30 days. All terms and pricing quoted will be subject to change if this work order is executed after that date. All hours contracted for by this work order must be used within four (4) months of the acceptance date. Any hours that have been paid for and are unused after that time will be forfeited. No consultant will be scheduled before this work order is accepted and signed by both organizations.

6.0 Ownership

PeopleStrategy owns all proprietary rights to the system and to any enhancements, corrections, updates or other modifications to the system as original or derivative works whether created by Customer or PeopleStrategy. These proprietary rights include patent, copyright, trade secret, trademark and other proprietary rights. Customer owns all rights, title, and interest in Customer's employee/individual data.

7.0 Reference

Customer agrees to provide reasonable customer references when requested by PeopleStrategy. Customer references will not be abused.

8.0 Data confidentiality

Sharing of Customer confidential data is prohibited. This includes removing for any unauthorized purpose, data files, data records or any subset of data from the Customer site or the Customer electronically, in written form or in any other fashion.

Consultants are only granted access to Customer data that is maintained within the PeopleStrategy supported system when required to have access to this data to perform their assignment.

Approved: *Cheryl Petri*  
Cheryl Petri, Executive Assistant  
Date: 2/11/16

Town of Hempstead by:

Authorized Signature  
*Anthony J. Santino*  
(Above name typed)  
Supervisor  
Title (typed)  
Date

PeopleStrategy, Inc.  
*Laura Butterworth*  
Authorized Signature  
LAURA BUTTERWORTH  
(Above name typed)  
ACCOUNT MANAGER  
Title (typed)  
10/30/2015  
Date

APPROVED  
By *MO* Date *2/11/16*  
*Kevin R. Conroy*  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED AS TO FORM  
*Charles O. Heine*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 1/12/16

Approved  
*Althea R. Rivera* SR  
Commissioner 1-11-16 Date  
Department of Information & Technology

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH NETWORKED EDUCATIONAL TECHNOLOGIES LTD d/b/a CSDNET FOR THE MAINTENANCE OF IP SURVEILLANCE CAMERAS AT VARIOUS LOCATIONS THROUGHOUT THE TOWN OF HEMPSTEAD UNDER STATE CONTRACT PT65556 AND THE INFORMATION & TECHNOLOGY DEPARTMENT.

WHEREAS, Networked Educational Technologies Ltd d/b/a CSDNET 874 Montauk Hwy. Bayport, NY 11705, has submitted a proposal for the service and support of the IP Surveillance Cameras for a one year period beginning November 1, 2015 and ending on October 31, 2016 pursuant to New York State contract # PT65556; and

and WHEREAS, there will be a one time payment of \$65,250.00;

WHEREAS, the Commissioner of Information & Technology deems the agreement to be in the interest of the Town of Hempstead; and

WHEREAS the terms of this agreement will cover the service and support for all IP Surveillance Camera components; and

NOW, THEREFORE, BE IT

RESOLVED, the supervisor is hereby authorized to execute the agreement; and

BE IT

4030 FURTHER RESOLVED, that the cost be paid from 010-001-1680-

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

14301



**CSDNET**  
874 Montauk Hwy. Bayport, NY 11705  
☎(631) 924-7373 📠(631) 924-7475  
[www.csdnet.net](http://www.csdnet.net)

We are pleased to submit the following information regarding CSDNET's Security Maintenance and support program for the Town of Hempstead.

In the event of a network outage or interruption, please call our offices immediately. The reporting individual should state that they are calling from the Town of Hempstead, explain the severity of the problem and supply all known details.

At that time the dispatcher will take the steps necessary to provide you with service.

**Main #        631-924-7474   or   1-877-CSDNET1 (1-877-273-6381)**

In the event that you are not able to reach someone at these numbers or call outside business hours (Mon-Fri, 8:00am – 5:00pm), please use the following list of individuals to contact during that time.

Ryan Donovan

cell: 631 433 2091

Please call the main number for any non-emergency requests, non-time critical reconfigurations or general questions. Alternately, you can e-mail me these requests at [SecurityGroup@csdnet.net](mailto:SecurityGroup@csdnet.net)

I would also like to take the opportunity to outline the scope of your support contract.

CSDNET will provide service and support for all IP Surveillance Camera components. We will service all hardware listed on Schedule I regardless of their manufacturer warranty status. We will make every effort to get a failing device replaced or operating properly, immediately.

# HARDWARE MAINTENANCE AGREEMENT

Effective November 1, 2015, CSDNET with offices at 874 Montauk Hwy, Bayport NY 11705 ("Contractor"), and the Town of Hempstead ("Client") with its principal offices at 1 Washington Street Hempstead, NY 11550 agree as follows:

## 1. DEFINITIONS

The following words and expressions used in this Agreement will have the following meaning:

"IP Camera Solution" means the equipment and system software listed in **Schedule I** to this Agreement;

"location" means those premises defined in **Schedule II** to this Agreement;

"workdays" means working days specified in **Schedule II** to the agreement;

"workhours" means working hours for the purpose of this Agreement as specified in **Schedule II** to this agreement.

## 2. TERMS OF AGREEMENT

- a. This Agreement will be for a term of not more than one year (pro rata for less than 12 months) and will not be subject to tacit renewal.
- b. The Contractor will notify the Client two months before expiration date of the maintenance Agreement for the renewal of the maintenance services for the forth-coming year.
- c. The Client will notify the Contractor one month before the Hardware Maintenance Agreement is scheduled to expire of its intention to renew the maintenance services for the forth-coming year.
- d. The agreement will be renewed on the same terms and conditions unless otherwise agreed, in writing, by the parties.

### 3. MAINTENANCE SERVICES

- a. Equipment maintenance services are to be rendered at the locations designated by the Client (Schedule II), but the Contractor may remove from Client's premises any complete item of equipment for the purposes of providing the service.
- b. Where an item of equipment is removed for the purposes stated in paragraph (a) above, the Contractor will be responsible for any loss or damage caused to the equipment during its removal, transport and during the time the equipment is in its custody.
- c. Consumables and attachments are excluded from this Agreement. For the purpose of this Agreement the consumables and attachments are: copper patch cables, building wiring and wiring components, fiber patch cables, miscellaneous fiber devices, stand-alone media converters, and POE converters.
- d. The Client will pay such additional rate as specified in Schedule III to the Contractor to repair the equipment where a problem is caused by the abuse of equipment, while it was in the custody of and use by the Client.
- e. The Contractor will install at no additional cost any free upgrade supplied by the hardware manufacturer/software vendor (e.g. third party Operating System) including but not limited to hardware, operating system, utilities, and patches.
- f. The Contractor will maintain a record of all submitted problems and will keep track of its actions taken towards problem resolution.

### 4. SUPPORT MAINTENANCE SERVICES

The normal support will consist of the following activities -

#### **4.1. Remedial maintenance**

- a. Upon notification from the Client that the equipment has failed or is malfunctioning, the Contractor will make such repairs and adjustments to and replace such parts of the equipment as may be necessary to restore the equipment to its proper operating condition to client's satisfaction.
- b. Included in this Maintenance contract is the annual cleaning of the IP cameras (both Axis and Panasonic) installed by CSDNET. Once a year CSDNET will clean the exterior dome/enclosures of all dirt and dust.

#### 4.2. Problem reporting and resolution

Reporting of problems may be via telephone, fax, e-mail, postal service or any other agreed means.

The Contractor will establish the severity of a reported Hardware problem jointly with the Client according to the following definitions:

- i. **catastrophic or major problem** - system is down, user is unable to function or complete work. This includes a non-isolated, consistently reproducible problem resulting in system crash. This covers problems which must be corrected but do not prevent progress from being made, and/or problems which do not require immediate attention and includes-
  - I. isolated, consistently reproducible problem resulting in a system crash;
  - II. failure of a significant function of the equipment.
- ii. **minor problem** - a problem which does not have a major impact on operation or development, or for which an adequate workaround exists, and includes requests for add-ons.
- iii. **non-reproducible error** - a reported error which Contractor and/or Client cannot reproduce.

The Contractor will report back to the Client within four hours of being notified by the Client of a problem. The Contractor will inform the Client in his report of the severity level assigned to the problem.

*In the event of a catastrophic or major problem, a technician will respond within 4 business hours, and troubleshoot the problem remotely (via Genetec Software client, or IP Camera GUI) to resolve the problem. If required, a technician will report on-site with suitable replacement equipment, within 24 business hours of the notification.*

*Note well: There may arise certain outages that, because of their critical nature, must be addressed beyond the normal working hours. If necessary, repairs will be made in these circumstances outside the normal working hours.*



Based on the severity level of the problem, the Contractor will provide the Client with either:

- a solution,
- a workaround,
- a report stating that further research is required, or
- a report stating that the problem cannot be reproduced, and will not be fixed.

The Contractor may re-classify the problem after consultation with the Client as more information becomes available.

After the assessment of the severity level of the problem, the IP Camera hardware (or replacement equipment whose configuration should be at least as per **Schedule I**) should be up and running within the time frame given below:

Severity Level	After the initial call back
Catastrophic or Major	Within 24 Hours
Minor	Within 2 working days
Non-reproducible	Within 2 working days

The Contractor will keep the Client informed of the problem report resolution progress by phone, fax, or e-mail.

In case of a catastrophic problem or a major problem and where a replacement device (whose configuration should be at least as per **Schedule I**) has been provided, the Contractor will restore the system and associated software. The Contractor will assist other parties in making the whole system operational (e.g. helping in restoration of connectivity, etc.) The replacement equipment will remain in custody of the Client even after the termination of this contract until the IP Video Surveillance system has been repaired and reinstalled on the Client's premises. The Contractor will continue to intervene on the replacement equipment as and when required at no additional cost as if it was intervening on the original equipment.

## 5. CUSTOMER OBLIGATIONS

The Client will give full access to the location and equipment to enable the Contractor to provide the maintenance services and the Client will make available such information, facilities and services as are reasonable for the performance of the obligations under this Agreement. The Contractor will comply with the Client's security and confidentiality rules.

## 6. MAINTENANCE FEE AND PAYMENT TERMS

- a. The maintenance fee is as specified in **Schedule III** of this Agreement and is normally fixed.
- b. (i) Any request for alteration of the fee from the Contractor will be in writing and supported by documentary evidence justifying the alteration).  
  
(ii) Alteration to the maintenance price, subject to approval by the Client, will be incorporated as a term of this Agreement by appending a new version of **Schedule I and Schedule III** to this Agreement and the new term come into effect on the effective date specified therein.
- c. Any request for the maintenance of additional equipment which are not covered under the normal maintenance services as listed per **Schedule I**, will first be submitted in writing by the Client to the Contractor. Such additional equipment will be deemed to have been added to the list of "IP Camera Solution" and the additional equipment will be subject to the terms and conditions of this Agreement.
- d. The Contractor may, subject to the agreement of the Client and where applicable, prorate the Hardware Maintenance Agreement fees so that maintenance services for all equipment are renewable on the same date, even if all the equipment were not delivered or purchased on the same date.

## 7. CONFIDENTIALITY

- a. The Contractor will treat all information that he may come across in the course of this Agreement in strict confidentiality, failing which they may be liable to damages, or other action as may be available.
- b. The Contractor will not reveal to any person or body any information obtained during the execution of the contract, unless there is a written authorization of the client.
- c. The Contractor will be bound by this clause, even after the expiration or termination in any way whatsoever of this agreement.

## 8. TERMINATION

- a. This agreement may be terminated by either party -
- b. for any reason whatsoever upon thirty (30) days prior written notice, or
- c. upon the termination of the parties' business.
- d. The Client may terminate the agreement by giving 15 days notice where the equipment is no longer operational under extreme conditions (e.g. stolen or damaged beyond economic repair, etc...).
- e. The notice of termination of the agreement will be in writing and will be by registered letter with acknowledgment of receipt.

In the event of termination of the contract under paragraphs b and c, the parties will mutually agree to settle their respective accounts, but the sum payable to the Contractor will not exceed a sum equivalent to a monthly installment payable to the Contractor for services provided under this contract.

Notwithstanding the foregoing, all provisions, hereof, relating to confidentiality will survive the termination of this Agreement.

## 9. INSURANCES

At all times during the term of this agreement, the Contractor shall maintain at its expense (i) workers; compensation insurance which provides coverage for employees of the Contractor performing services hereunder as required by applicable law, and (ii) comprehensive general liability insurance with a policy limit of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. Said policy shall be purchased from and maintained by an insurance carrier licensed to do business in the State of New York, with an A.M. Best rating of "secured" or better. The Certificate(s) of Insurance must be submitted to the District for the District's approval. Said policy should name the Town of Hempstead as an additional insured.

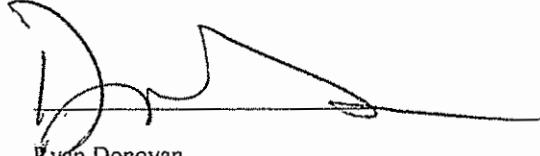
**10. ACKNOWLEDGEMENT**

- a. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement among the parties, which supersedes and merges all prior proposals, understandings and all other agreements oral and written among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed by its duly authorized representative as of the date first above written.

**CSDNET**

Signature:



By (Print):

Ryan Donovan

Title:

Partner/Director of Security Operations

Date:

11/15/2015

**Client**

Signature:

Anthony J. Santino  
Supervisor

By (Print):

Title:

Date:

APPROVED  
By [Signature] Date 3/3/16  
[Signature] 3/4/16  
KEVIN R. CONROY  
TOWN COMPTROLLER

Approved: [Signature]  
Billy F. Kouvatzos  
Executive Assistant  
Dated: 3/2/16

APPROVED AS TO FORM  
Charles O. Heene  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 1/26/16

**SCHEDULE I**

**List of Supported Hardware Products**

Price Schedule A includes all of the equipment listed below.

<b>Qty</b>	<b>Item Description</b>
All	Axis cameras, encoders, and Power over Ethernet power supplies/midspans installed by CSDNET.
All	Firetide equipment installed and configured by CSDNET.
All	Panasonic cameras and encoders installed by CSDNET.
All	Genetec hardware (SV16, SV3200, SVPro) appliances installed by CSDNET.
1	Genetec Security Center 5.x Enterprise edition installation (at Town Hall).
1	Genetec SMA (Software Maintenance Agreement) covering Enterprise Edition installation at Town Hall. System ID: GSC-130327-203172
20	Axis Cameras installed at Water Dept by vendor OTHER than CSDNET

## SCHEDULE II

### Site Location, working days and working hours

1. Client Location  
The Town of Hempstead
  
- 2a. Client Primary Contact, Fax, Tel. No. and E-mail  
  
Artie Primm (516) 662-2214 - [aprimm@tohmail.org](mailto:aprimm@tohmail.org)
  
- 2b. Client Backup Contact, Fax, Tel. No. and E-mail  
Steve Lettis – [slettis@tohmail.org](mailto:slettis@tohmail.org)
  
3. Contractor Location  
874 Montauk Hwy, Bayport NY 11705
  
- 4a. Contractor Primary contact, Fax, Tel. No. and E-mail  
  
Ryan Donovan (631) 924-7474 [ryan.donovan@csdnet.net](mailto:ryan.donovan@csdnet.net)
  
- 4b. Contractor Backup contact, Tel. No. and E-mail  
  
Fred Zappolo (631) 924-7474 [fred.zappolo@csdnet.net](mailto:fred.zappolo@csdnet.net)
  
- 4c. Contractor Backup #2 Contact, Tel. No and E-mail  
Gary Fontana (631) 438-7128 [gary.fontana@csdnet.net](mailto:gary.fontana@csdnet.net)
  
5. Workdays  
Monday to Friday, except public holidays
  
6. Work hours  
8:00 am to 5:00 pm

**SCHEDULE III**  
**(Charges and Terms of Payment)**

Annual Maintenance & Technical Support Services covering:

- Remote Support Services
- Annual cleaning of camera lens'
- On Site Services during Normal Office Hours
- On site Services during After Office Hours
- Genetec SMA coverage for Enterprise installation at Town hall (1 Washington Street. Hempstead, NY)

Client requested repairs and support outside the scope of this contract will be performed at an hourly rate of \$225.00. The Client may also request special quotes from the Contractor for specific tasks beyond the scope of this agreement. Annual Fees are payable in monthly installments.

**Coverage period: November 1, 2015 – October 31, 2016**

***Contract Prices***

**Please see CSDNET quote: # 2015-6883**



CSDNET  
 874 Montauk Highway  
 Bayport, NY 11705  
 Phone: 631-924-7474  
 Fax: 631-924-7475  
 www.csdnet.net

**Bill To**

Town of Hempstead  
 Accounts Payable-Cameras and Phones  
 Attn: Laura Sellitto  
 1 Washington Street  
 Hempstead NY 11550  
 USA

**Ship To**

Town of Hempstead  
 1 Washington Street  
  
 Hempstead NY 11550  
 USA

Sales Quotation	
Document No.	2015-6883
Date	10/13/2015
Handled by	Elizabeth Vogel
Customer No.	C10135
Customer Fax No.	
Please enter quote number on POI	

Town of Hempstead Security Maintenance 2015/16

Item No.	Description	Qty.	Unit Price	Disc	Disc Price	Ext. Price
1	NET61001 Security System Annual Maintenance and Support-OGS <u>PT65556</u> SBE	1.000	\$225,000.00	-71.00%	\$65,250.00	\$65,250.00
					<b>Subtotal</b>	<b>\$65,250.00</b>
					plus tax with code 0	0.00% from \$0.00
					<b>Total Amount</b>	<b>\$65,250.00</b>

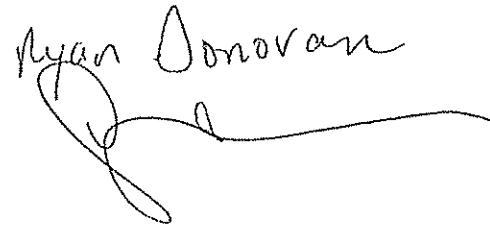
Security Maintenance Proposal to cover hardware and Genetec Software (SMA), as outlined in the 2015-2016 Maintenance contract. Please reference the Maintenance Contract for details.

Items listed above are available under one of the following New York State Contracts: PT64524 (Avaya), PT64432 (Anixter Networking) or PT63201 (Anixter Security) and/or PT65556 SBE (CSDNET Security).

Please reference Document Number on all correspondences.

This Quote is valid for 30 days from above date.

*Ryan Donoran*







CSDNET  
 874 Montauk Highway  
 Bayport, NY 11705  
 Phone: 631-924-7474  
 Fax: 631-924-7475  
 www.csdnet.net

**Bill To**

Town of Hempstead  
 Accounts Payable-Cameras and Phones  
 Attn: Laura Sellitto  
 1 Washington Street  
 Hempstead NY 11550  
 USA

**Ship To**

Town of Hempstead  
 1 Washington Street  
  
 Hempstead NY 11550  
 USA

Sales Quotation	
Document No.	2015-6883
Date	10/13/2015
Handled by	Elizabeth Vogel
Customer No.	C10135
Customer Fax No.	
Please enter quote number on POI	

**Town of Hempstead Security Maintenance 2015/16**

Item No.	Description	Qty.	Unit Price	Disc	Disc Price	Ext. Price
1 NET61001	Security System Annual Maintenance and Support-OGS <u>PT65556 SBE</u>	1.000	\$225,000.00	-71.00%	\$65,250.00	\$65,250.00
<b>Subtotal</b>						<b>\$65,250.00</b>
				plus tax with code 0	0.00% from	\$0.00
<b>Total Amount</b>						<b>\$65,250.00</b>

Security Maintenance Proposal to cover hardware and Genetec Software (SMA), as outlined in the 2015-2016 Maintenance contract. Please reference the Maintenance Contract for details.

Items listed above are available under one of the following New York State Contracts: PT64524 (Avaya), PT64432 (Anixter Networking) or PT63201 (Anixter Security) and/or PT65556 SBE (CSDNET Security).

Please reference Document Number on all correspondences.

This Quote is valid for 30 days from above date.

## **HARDWARE MAINTENANCE AGREEMENT**

Effective November 1, 2015, CSDNET with offices at 874 Montauk Hwy, Bayport NY 11705 ("Contractor"), and the Town of Hempstead ("Client") with its principal offices at 1 Washington Street Hempstead, NY 11550 agree as follows:

### **1. DEFINITIONS**

The following words and expressions used in this Agreement will have the following meaning:

"IP Camera Solution" means the equipment and system software listed in **Schedule I** to this Agreement;

"location" means those premises defined in **Schedule II** to this Agreement;

"workdays" means working days specified in **Schedule II** to the agreement;

"workhours" means working hours for the purpose of this Agreement as specified in **Schedule II** to this agreement.

### **2. TERMS OF AGREEMENT**

- a. This Agreement will be for a term of not more than one year (pro rata for less than 12 months) and will not be subject to tacit renewal.
- b. The Contractor will notify the Client two months before expiration date of the maintenance Agreement for the renewal of the maintenance services for the forth-coming year.
- c. The Client will notify the Contractor one month before the Hardware Maintenance Agreement is scheduled to expire of its intention to renew the maintenance services for the forth-coming year.
- d. The agreement will be renewed on the same terms and conditions unless otherwise agreed, in writing, by the parties.

### 3. MAINTENANCE SERVICES

- a. Equipment maintenance services are to be rendered at the locations designated by the Client (Schedule II), but the Contractor may remove from Client's premises any complete item of equipment for the purposes of providing the service.
- b. Where an item of equipment is removed for the purposes stated in paragraph (a) above, the Contractor will be responsible for any loss or damage caused to the equipment during its removal, transport and during the time the equipment is in its custody.
- c. Consumables and attachments are excluded from this Agreement. For the purpose of this Agreement the consumables and attachments are: copper patch cables, building wiring and wiring components, fiber patch cables, miscellaneous fiber devices, stand-alone media converters, and POE converters.
- d. The Client will pay such additional rate as specified in Schedule III to the Contractor to repair the equipment where a problem is caused by the abuse of equipment, while it was in the custody of and use by the Client.
- e. The Contractor will install at no additional cost any free upgrade supplied by the hardware manufacturer/software vendor (e.g. third party Operating System) including but not limited to hardware, operating system, utilities, and patches.
- f. The Contractor will maintain a record of all submitted problems and will keep track of its actions taken towards problem resolution.

### 4. SUPPORT MAINTENANCE SERVICES

The normal support will consist of the following activities -

#### **4.1. Remedial maintenance**

- a. Upon notification from the Client that the equipment has failed or is malfunctioning, the Contractor will make such repairs and adjustments to and replace such parts of the equipment as may be necessary to restore the equipment to its proper operating condition to client's satisfaction.
- b. Included in this Maintenance contract is the annual cleaning of the IP cameras (both Axis and Panasonic) installed by CSDNET. Once a year CSDNET will clean the exterior dome/enclosures of all dirt and dust.

#### 4.2. **Problem reporting and resolution**

Reporting of problems may be via telephone, fax, e-mail, postal service or any other agreed means.

The Contractor will establish the severity of a reported Hardware problem jointly with the Client according to the following definitions:

- i. **catastrophic or major problem** - system is down, user is unable to function or complete work. This includes a non-isolated, consistently reproducible problem resulting in system crash. This covers problems which must be corrected but do not prevent progress from being made, and/or problems which do not require immediate attention and includes-
  - I. isolated, consistently reproducible problem resulting in a system crash;
  - II. failure of a significant function of the equipment.
- ii. **minor problem** - a problem which does not have a major impact on operation or development, or for which an adequate workaround exists, and includes requests for add-ons.
- iii. **non-reproducible error** - a reported error which Contractor and/or Client cannot reproduce.

The Contractor will report back to the Client within four hours of being notified by the Client of a problem. The Contractor will inform the Client in his report of the severity level assigned to the problem.

*In the event of a catastrophic or major problem, a technician will respond within 4 business hours, and troubleshoot the problem remotely (via Genetec Software client, or IP Camera GUI) to resolve the problem. If required, a technician will report on-site with suitable replacement equipment, within 24 business hours of the notification.*

*Note well: There may arise certain outages that, because of their critical nature, must be addressed beyond the normal working hours. If necessary, repairs will be made in these circumstances outside the normal working hours.*

Based on the severity level of the problem, the Contractor will provide the Client with either:

- a solution,
- a workaround,
- a report stating that further research is required, or
- a report stating that the problem cannot be reproduced, and will not be fixed.

The Contractor may re-classify the problem after consultation with the Client as more information becomes available.

After the assessment of the severity level of the problem, the IP Camera hardware (or replacement equipment whose configuration should be at least as per **Schedule I**) should be up and running within the time frame given below:

Severity Level	After the initial call back
Catastrophic or Major	Within 24 Hours
Minor	Within 2 working days
Non-reproducible	Within 2 working days

The Contractor will keep the Client informed of the problem report resolution progress by phone, fax, or e-mail.

In case of a catastrophic problem or a major problem and where a replacement device (whose configuration should be at least as per **Schedule I**) has been provided, the Contractor will restore the system and associated software. The Contractor will assist other parties in making the whole system operational (e.g. helping in restoration of connectivity, etc.) The replacement equipment will remain in custody of the Client even after the termination of this contract until the IP Video Surveillance system has been repaired and reinstalled on the Client's premises. The Contractor will continue to intervene on the replacement equipment as and when required at no additional cost as if it was intervening on the original equipment.

## 5. CUSTOMER OBLIGATIONS

The Client will give full access to the location and equipment to enable the Contractor to provide the maintenance services and the Client will make available such information, facilities and services as are reasonable for the performance of the obligations under this Agreement. The Contractor will comply with the Client's security and confidentiality rules.

## 6. MAINTENANCE FEE AND PAYMENT TERMS

- a. The maintenance fee is as specified in **Schedule III** of this Agreement and is normally fixed.
- b. (i) Any request for alteration of the fee from the Contractor will be in writing and supported by documentary evidence justifying the alteration).  
  
(ii) Alteration to the maintenance price, subject to approval by the Client, will be incorporated as a term of this Agreement by appending a new version of **Schedule I and Schedule III** to this Agreement and the new term come into effect on the effective date specified therein.
- c. Any request for the maintenance of additional equipment which are not covered under the normal maintenance services as listed per **Schedule I**, will first be submitted in writing by the Client to the Contractor. Such additional equipment will be deemed to have been added to the list of "IP Camera Solution" and the additional equipment will be subject to the terms and conditions of this Agreement.
- d. The Contractor may, subject to the agreement of the Client and where applicable, prorate the Hardware Maintenance Agreement fees so that maintenance services for all equipment are renewable on the same date, even if all the equipment were not delivered or purchased on the same date.

## 7. **CONFIDENTIALITY**

- a. The Contractor will treat all information that he may come across in the course of this Agreement in strict confidentiality, failing which they may be liable to damages, or other action as may be available.
- b. The Contractor will not reveal to any person or body any information obtained during the execution of the contract, unless there is a written authorization of the client.
- c. The Contractor will be bound by this clause, even after the expiration or termination in any way whatsoever of this agreement.

## 8. TERMINATION

- a. This agreement may be terminated by either party -
- b. for any reason whatsoever upon thirty (30) days prior written notice, or
- c. upon the termination of the parties' business.
- d. The Client may terminate the agreement by giving 15 days notice where the equipment is no longer operational under extreme conditions (e.g. stolen or damaged beyond economic repair, etc...).
- e. The notice of termination of the agreement will be in writing and will be by registered letter with acknowledgment of receipt.

In the event of termination of the contract under paragraphs b and c, the parties will mutually agree to settle their respective accounts, but the sum payable to the Contractor will not exceed a sum equivalent to a monthly installment payable to the Contractor for services provided under this contract.

Notwithstanding the foregoing, all provisions, hereof, relating to confidentiality will survive the termination of this Agreement.

## 9. INSURANCES

At all times during the term of this agreement, the Contractor shall maintain at its expense (i) workers; compensation insurance which provides coverage for employees of the Contractor performing services hereunder as required by applicable law, and (ii) comprehensive general liability insurance with a policy limit of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. Said policy shall be purchased from and maintained by an insurance carrier licensed to do business in the State of New York, with an A.M. Best rating of "secured" or better. The Certificate(s) of Insurance must be submitted to the District for the District's approval. Said policy should name the Town of Hempstead as an additional insured.

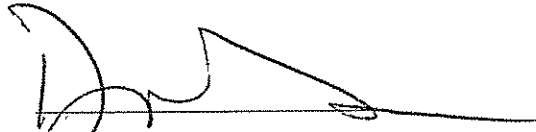
**10. ACKNOWLEDGEMENT**

- a. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement among the parties, which supersedes and merges all prior proposals, understandings and all other agreements oral and written among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed by its duly authorized representative as of the date first above written.

**CSDNET**

Signature:



By (Print):

Ryan Donovan

Title:

Partner/Director of Security Operations

Date:

11/15/2015

**Client**

Signature:

Anthony J. Santino

By (Print):

Supervisor

Date:

\_\_\_\_\_

APPROVED  
By [Signature] Date 12/3/16  
[Signature] 3/4/16  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED AS TO FORM  
Charles O. Heene  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/6/16

Approved:

[Signature]  
Billy F. Kouvatzos  
Executive Assistant  
Dated: 3/8/16





## SCHEDULE II

### Site Location, working days and working hours

1. Client Location  
The Town of Hempstead
  
- 2a. Client Primary Contact, Fax, Tel. No. and E-mail  
  
Artie Primm (516) 662-2214 - [aprimm@tohmail.org](mailto:aprimm@tohmail.org)
  
- 2b. Client Backup Contact, Fax, Tel. No. and E-mail  
Steve Lettis – [slettis@tohmail.org](mailto:slettis@tohmail.org)
  
3. Contractor Location  
874 Montauk Hwy, Bayport NY 11705
  
- 4a. Contractor Primary contact, Fax, Tel. No. and E-mail  
  
Ryan Donovan (631) 924-7474 [ryan.donovan@csdnet.net](mailto:ryan.donovan@csdnet.net)
  
- 4b. Contractor Backup contact, Tel. No. and E-mail  
  
Fred Zappolo (631) 924-7474 [fred.zappolo@csdnet.net](mailto:fred.zappolo@csdnet.net)
  
- 4c. Contractor Backup #2 Contact, Tel. No and E-mail  
Gary Fontana (631) 438-7128 [gary.fontana@csdnet.net](mailto:gary.fontana@csdnet.net)
  
5. Workdays  
Monday to Friday, except public holidays
  
6. Work hours  
8:00 am to 5:00 pm

**SCHEDULE III**  
**(Charges and Terms of Payment)**

Annual Maintenance & Technical Support Services covering:

- Remote Support Services
- Annual cleaning of camera lens'
- On Site Services during Normal Office Hours
- On site Services during After Office Hours
- Genetec SMA coverage for Enterprise installation at Town hall (1 Washington Street. Hempstead, NY)

Client requested repairs and support outside the scope of this contract will be performed at an hourly rate of \$225.00. The Client may also request special quotes from the Contractor for specific tasks beyond the scope of this agreement. Annual Fees are payable in monthly installments.

**Coverage period: November 1, 2015 – October 31, 2016**

***Contract Prices***

**Please see CSDNET quote: # 2015-6883**

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION ACCEPTING A PROPOSAL (RFP#IT-1) FOR FIVE YEARS FOR HARDWARE MAINTENANCE THROUGHOUT THE TOWN OF HEMPSTEAD.

WHEREAS, Information and Technology advertised a Request for Proposal for maintenance on PC's, printers, tough books, servers, and the purchase of computer parts and related equipment; and

WHEREAS, the proposals submitted pursuant to such advertisement were opened and read in the office of Information and Technology on December 7, 2015; and

WHEREAS, the following bids were received and referred to Information & Technology for examination and report:

	<u>Servers</u>	<u>PC's &amp; Printers</u>	<u>Toughbooks</u>	<u>Parts</u>
Future Tech Enterprise, Inc. 101-8 Colin Drive Holbrook, NY 11741	\$41,359.92	\$36,701.52	\$6,435.36	7%
NPA Computer, Inc. 751 Coates Ave. Holbrook, NY 11741	\$54,960.00	\$34,956.00	\$9,348.00	25%

WHEREAS, Future Tech Enterprise, Inc. was the lowest overall price for Servers, PCs & Printers, Toughbooks and the lowest price for Parts, billed service outside the agreement are at the following rates: Labor \$175.00 Monday through Friday 9-5, \$225.00 all other times, with a four hour minimum response time on Servers, and an eight hour response time for PCs and Printers. Including the Town of Hempstead's growth in the next five years, the total will not exceed \$150,000.00 per year, starting January 1, 2016 and ending on January 1, 2021.; and

NOW, THEREFORE, BE IT

RESOLVED, that the proposal of Future Tech Enterprise, Inc., 101-8 Colin Drive, Holbrook, NY for the Town of Hempstead maintenance be accepted subject to the execution of a contract by IT; and

BE IT

FURTHER RESOLVED, that the Supervisor be and he hereby is authorized to make payments under the contract executed by the winner of the RFP under account 010-001-1680-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 27  
Case # 14301

CASE No.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION SUBJECT TO A PERMISSIVE  
REFERENDUM AUTHORIZING THE SUPERVISOR TO  
EXECUTE A QUITCLAIM DEED FOR THE TRANSFER OF  
TITLE OF A 10' X 90' STRIP OF LAND ADJACENT TO  
21 WEST BOULEVARD, EAST ROCKAWAY, LOCATED IN  
TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF  
NEW YORK.

WHEREAS, The Town of Hempstead, having no use for the  
subject surplus parcel, deems it to be in the public  
interest to transfer title to a 10' X 90' parcel located  
adjacent to 21 West Boulevard, East Rockaway, Town of  
Hempstead, County of Nassau, State of New York as more  
fully hereinafter described; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is  
authorized and directed to execute a quitclaim deed for  
the conveyance of the hereinafter described parcel and to  
execute and deliver to Arthur Hoerning such quitclaim deed  
to the following described property being such parcel is  
located adjacent to property owned by Arthur Hoerning,  
located at 21 West Boulevard East Rockaway, Town of  
Hempstead, County of Nassau, State of New York:

ALL that certain plot, piece or parcel of land situate,  
lying and being at East Rockaway, Town of Hempstead, County  
of Nassau and State of New York, known as part of West  
Boulevard more particularly, bounded and described as  
follows:

BEGINNING at a point on the easterly side of West Boulevard  
(Hewlett Bay Boulevard West), said point being distant four  
hundred twenty-five and twenty-three hundredths (425.23')  
feet along said sideline from the corner formed by the  
intersection of said easterly side of West Boulevard with  
the southerly side of East Rockaway Boulevard, said point  
also being the most southwesterly corner of Lot 11 in Block  
47, all as shown on a certain map entitled "Map of Hewlett  
Bay Homes, Inc., Complete Amended Map Showing Plots  
Conveyed In Bay Park East Rockaway, Surveyed by William C.  
Gross, C.E., September 30, 1928, and filed in the Nassau  
County Clerk's Office on October 8, 1928 as Map Number 664;

RUNNING THENCE easterly at a right angle to the said  
easterly side of West Boulevard, along the southerly line  
of said Lot 11 Block 47, south sixty-four degrees, forty-  
seven minutes, forty-five seconds east (south 64 degrees 47

*Item # 28*  
*CASE # 29469*

minutes 45 seconds east), ninety and zero hundredths (90.00') feet to a point in the westerly line of the Grand Canal as shown on said map;

THENCE southerly at a right angle to the proceeding course along the newly created northerly line, north sixty-four degrees, forty-seven minutes, forty-five seconds west (south 25 degrees 12 minutes 15 seconds west), ten and zero hundredths (10.00') feet;

THENCE westerly at a right angle to the proceeding course along the newly created northerly line, north sixty-four degrees, forty-seven minutes, forty-five seconds west (north 64 degrees 47 minutes 45 seconds west), ninety and zero hundredths (90.00') feet to the aforementioned easterly side of West Boulevard;

THENCE northerly at a right angle to the previous course, along said easterly side of West Boulevard, north twenty-five degrees, twelve minutes fifteen seconds east (north 25 degrees 12 minutes 15 seconds east), ten and zero hundredths (10.00') feet to the point or place of BEGINNING.

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall publish and post an abstract of this resolution as required by Article 7 of the Town Law of the State of New York, within ten days after the adoption hereof; and, BE IT FURTHER

RESOLVED, that this resolution shall take effect after thirty (30) days after its adoption, unless within that time a petition be filed with the Town Clerk pursuant to said Article 7 of the Town Law, seeking a referendum upon the action taken herein, in which event this resolution shall take effect according to law.

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

AYES:

NOES:

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Town Board of the Town of Hempstead on the     day of     , 2016, did adopt Resolution No.     , subject to a permissive referendum, pursuant to Article 7 of the Town Law of the State of New York.

An abstract of said resolution, concisely stating the purpose and effect thereof is as follows:

FIRST: Resolution subject to permissive referendum authorizing the Supervisor to execute a quitclaim deed for the for the transfer of title of a 10' x 90' strip of land adjacent to 21 West Boulevard, East Rockaway, N.Y., now owned by the Town of Hempstead containing 900 square feet.

SECOND: The property to be sold is described as follows:

Section: 42 Block(s): 47 Lot(s): 11

THIRD: Said resolution shall take effect thirty (30) days after its adoption unless within that time there be a petition for a referendum filed pursuant to the provisions of Article 7 of the Town Law of the State of New York.

Dated: Hempstead, New York

,2016

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad  
Town Clerk

ANTHONY SANTINO  
Supervisor

CASE No.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION SUBJECT TO A PERMISSIVE  
REFERENDUM AUTHORIZING THE SUPERVISOR TO  
EXECUTE A QUITCLAIM DEED FOR THE TRANSFER OF  
TITLE OF A 10' X 90' STRIP OF LAND ADJACENT TO  
27 WEST BOULEVARD, EAST ROCKAWAY, LOCATED IN  
TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF  
NEW YORK.

WHEREAS, The Town of Hempstead, having no use for the  
subject surplus parcel, deems it to be in the public  
interest to transfer title to a 10' X 90' parcel located  
adjacent to 27 West Boulevard, East Rockaway, Town of  
Hempstead, County of Nassau, State of New York as more  
fully hereinafter described; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is  
authorized and directed to execute a quitclaim deed for  
the conveyance of the hereinafter described parcel and to  
execute and deliver to William A. O'Hara and Jane P.  
O'Hara, his wife such quitclaim deed to the following  
described property being such parcel is located adjacent  
to property owned by William A. O'Hara and Jane P. O'Hara,  
his wife, located at 27 West Boulevard East Rockaway, Town  
of Hempstead, County of Nassau, State of New York:

ALL that certain plot, piece or parcel of land situate,  
lying and being at East Rockaway, Town of Hempstead, County  
of Nassau and State of New York, known as part of West  
Boulevard more particularly, bounded and described as  
follows:

BEGINNING at a point on the easterly side of West Boulevard  
(Hewlett Bay Boulevard West), said point being distant four  
hundred sixty-five and twenty-three hundredths (465.23')  
feet along said sideline from the corner formed by the  
intersection of said easterly side of West Boulevard with  
the southerly side of East Rockaway Boulevard, as shown on  
a certain map entitled "Map of Hewlett Bay Homes, Inc.,  
Complete Amended Map Showing Plots Conveyed In Bay Park  
East Rockaway, Surveyed by William C. Gross, C.E.,  
September 30, 1928, and filed in the Nassau County Clerk's  
Office on October 8, 1928. as Map Number 664;

RUNNING THENCE easterly at a right angle to the said  
easterly side of West Boulevard, along the southerly line  
of said Lot 1 in Block 46 as shown in the above referenced  
Filed Map Number 664, on a course of south sixty-four

*Stem # 29*  
*1110 #29470*



degrees, forty-seven minutes, forty-five seconds east (south 64 degrees 47 minutes 45 seconds east), ninety and zero hundredths (90.00') feet to a point in the westerly line of the Grand Canal as shown on said map;

THENCE southerly at a right angle to the proceeding course, along the westerly line of said canal, south twenty-five degrees, twelve minutes, fifteen seconds west (south 25 degrees 12 minutes 15 seconds west), ten and zero hundredths (10.00') feet;

THENCE westerly at a right angle to the proceeding course along the newly created northerly line of Lot 1 in Block 46 as shown in the above referenced Filed Map Number 664, north sixty-four degrees, forty-seven minutes, forty-five seconds west (north 64 degrees 47 minutes 45 seconds west), ninety and zero hundredths (90.00') feet to the aforementioned easterly side of West Boulevard;

THENCE northerly at a right angle to the previous course, along said easterly side of West Boulevard, north twenty-five degrees, twelve minutes fifteen seconds east (north 25 degrees 12 minutes 15 seconds east), ten and zero hundredths (10.00') feet to the point or place of BEGINNING.

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall publish and post an abstract of this resolution as required by Article 7 of the Town Law of the State of New York, within ten days after the adoption hereof; and, BE IT FURTHER

RESOLVED, that this resolution shall take effect after thirty (30) days after its adoption, unless within that time a petition be filed with the Town Clerk pursuant to said Article 7 of the Town Law, seeking a referendum upon the action taken herein, in which event this resolution shall take effect according to law.

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

AYES:

NOES:

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Town Board of the Town of Hempstead on the      day of      , 2016, did adopt Resolution No.      , subject to a permissive referendum, pursuant to Article 7 of the Town Law of the State of New York.

An abstract of said resolution, concisely stating the purpose and effect thereof is as follows:

FIRST: Resolution subject to permissive referendum authorizing the Supervisor to execute a quitclaim deed for the for the transfer of title of a 10' x 90' strip of land adjacent to 27 West Boulevard, East Rockaway, N.Y., now owned by the Town of Hempstead containing 900 square feet.

SECOND: The property to be sold is described as follows:

Section: 42 Block(s): 46 Lot(s): 1

THIRD: Said resolution shall take effect thirty (30) days after its adoption unless within that time there be a petition for a referendum filed pursuant to the provisions of Article 7 of the Town Law of the State of New York.

Dated: Hempstead, New York

,2016

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad  
Town Clerk

ANTHONY SANTINO  
Supervisor

CASE No.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION SUBJECT TO A PERMISSIVE  
REFERENDUM AUTHORIZING THE SUPERVISOR TO  
EXECUTE A QUITCLAIM DEED FOR THE TRANSFER OF  
TITLE OF A 10' X 90' STRIP OF LAND ADJACENT TO  
89 WEST BOULEVARD, EAST ROCKAWAY, LOCATED IN  
TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF  
NEW YORK.

WHEREAS, The Town of Hempstead, having no use for the  
subject surplus parcel, deems it to be in the public  
interest to transfer title to a 10' X 90' parcel located  
adjacent to 89 West Boulevard, East Rockaway, Town of  
Hempstead, County of Nassau, State of New York as more  
fully hereinafter described; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is  
authorized and directed to execute a quitclaim deed for  
the conveyance of the hereinafter described parcel and to  
execute and deliver to Richard Quaas such quitclaim deed  
to the following described property being such parcel is  
located adjacent to property owned by Richard Quaas,  
located at 89 West Boulevard East Rockaway, Town of  
Hempstead, County of Nassau, State of New York:

ALL that certain plot, piece or parcel of land situate,  
lying and being at East Rockaway, Town of Hempstead, County  
of Nassau and State of New York, known as part of West  
Boulevard more particularly, bounded and described as  
follows:

BEGINNING at a point on the easterly side of West  
Boulevard (Hewlett Bay Boulevard West), said point being  
distant one thousand four hundred twenty-five and twenty-  
three hundredths (1,425.23') feet along said sideline from  
the corner formed by the intersection of said easterly side  
of West Boulevard with the southerly side of East Rockaway  
Boulevard, said point also being the most southwesterly  
corner of Lot 31 in Block 46, all as shown on a certain map  
entitled "Map of Hewlett Bay Homes, Inc., Complete Amended  
Map Showing Plots Conveyed In Bay Park East Rockaway,  
Surveyed by William C. Gross, C.E., September 30, 1928, and  
filed in the Nassau County Clerk's Office on October 8,  
1928 as Map Number 664;

RUNNING THENCE easterly at a right angle to the said  
easterly side of West Boulevard, along the southerly line  
of said Lot 31 in Block 46, south sixty-four degrees,

*Item # 30*  
*10/11/28*

forty-seven minutes, forty-five seconds east (south 64 degrees 47 minutes 45 seconds east), ninety and zero hundredths (90.00') feet to a point in the westerly line of the Grand Canal as shown on said map;

THENCE southerly at a right angle to the proceeding course along the westerly line of said canal , south twenty-five degrees, twelve minutes, fifteen seconds west (south 25 degrees 12 minutes 15 seconds west, ten and zero hundredths (10.00') feet;

THENCE westerly at a right angle to the proceeding course along the newly created northerly line, north sixty-four degrees, forty seven minutes, forty-five seconds west (north 64 degrees 47 minutes 45 seconds west), ninety and zero hundredths (90.00') feet to the aforementioned easterly side of West Boulevard;

THENCE northerly at a right angle to the previous course, along said easterly side of West Boulevard, north twenty-five degrees, twelve minutes fifteen seconds east (north 25 degrees 12 minutes 15 seconds east), ten and zero hundredths (10.00') feet to the point or place of BEGINNING.

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall publish and post an abstract of this resolution as required by Article 7 of the Town Law of the State of New York, within ten days after the adoption hereof; and, BE IT FURTHER

RESOLVED, that this resolution shall take effect after thirty (30) days after its adoption, unless within that time a petition be filed with the Town Clerk pursuant to said Article 7 of the Town Law, seeking a referendum upon the action taken herein, in which event this resolution shall take effect according to law.

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

AYES:

NOES:

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Town Board of the Town of Hempstead on the     day of     , 2016, did adopt Resolution No.     , subject to a permissive referendum, pursuant to Article 7 of the Town Law of the State of New York.

An abstract of said resolution, concisely stating the purpose and effect thereof is as follows:

FIRST: Resolution subject to permissive referendum authorizing the Supervisor to execute a quitclaim deed for the for the transfer of title of a 10' x 90' strip of land adjacent to 89 West Boulevard, East Rockaway, N.Y., now owned by the Town of Hempstead containing 900 square feet.

SECOND: The property to be sold is described as follows:

Section: 42 Block(s): 46 Lot(s): 31

THIRD: Said resolution shall take effect thirty (30) days after its adoption unless within that time there be a petition for a referendum filed pursuant to the provisions of Article 7 of the Town Law of the State of New York.

Dated: Hempstead, New York

,2016

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad  
Town Clerk

ANTHONY SANTINO  
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

Mr. \_\_\_\_\_ offered the following resolution and moved its adoption as follows:

RESOLUTION EXTENDING TIME TO SECURE BUILDING PERMITS BY PETITIONER JHJ ENTERPRISES, LLC, WITH RESPECT TO TOWN BOARD RESOLUTION NO. 6-2010, ADOPTED JANUARY 12, 2010, WHICH GRANTED A SPECIAL EXCEPTION (PUBLIC GARAGE) TO MAINTAIN AN EXISTING AUTOMOTIVE BODY REPAIR SHOP, AND TO CONSTRUCT AN ADDITIONAL ONE STORY BUILDING ON PREMISES THAT ENCOMPASS TWO PARCELS: THE MAIN PARCEL IS ON REAL PROPERTY LOCATED ON THE SOUTHEAST CORNER OF BENJAMIN AVENUE AND VALENTINE AVENUE, LAWRENCE, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK AND THE SMALLER PARCEL IS ON REAL PROPERTY LOCATED ON THE SOUTHEAST CORNER OF ROCKAWAY TURNPIKE AND VALENTINE AVENUE, LAWRENCE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Building Zone Ordinance of the Town of Hempstead requires that building permits be secured within a certain period of time; and

WHEREAS, for good cause shown, this Town Board may grant a longer period of time for securing said permits upon timely application of the Petitioner; and

WHEREAS, Petitioners have encountered technical and procedural difficulties in securing the aforesaid permits; and

WHEREAS, this is a matter that can be considered by this Board in determining whether an extension can be granted; and

NOW, THEREFORE, BE IT

RESOLVED, that this Board determines that Petitioner JHJ Enterprises, LLC has shown sufficient cause for this Board to grant an extension of time for securing said permits; and BE IT FURTHER

RESOLVED, that the period for securing the building permits is extended not to exceed beyond March 30, 2017.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

27738

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLAN SUBMITTED FOR ROCKAWAY 605 LLC BY BOHLER ENGINEERING IN CONNECTION WITH BUILDING APPLICATION #201507046, TO CONSTRUCT A ONE STORY, 12,000 SQUARE FOOT MEDICAL OFFICE BUILDING AND ASSOCIATED SITE IMPROVEMENTS WITH NASSAU COUNTY 239F PENDING, LOCATED ON THE NORTH WEST CORNER OF ROCKAWAY TURNPIKE AND NASSAU EXPRESSWAY, LAWRENCE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Bohler Engineering, on behalf of Rockaway 605 LLC, has submitted an application bearing #201507046, to construct a one story, 12,000 square foot medical office building and associated site improvements with Nassau County 239f pending located on the northwest corner of Rockaway Turnpike and Nassau Expressway, Lawrence, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted Overall and Partial Site Plans, dated January 15, 2015, last revised February 25, 2016, and bearing the seal of Joseph A. Deal, P.E., License # 087122, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

WHEREAS, said site plan has been approved as submitted by the Commissioner of the Highway Department, the Town Engineer and the Commissioner of the Department of Buildings; and

WHEREAS, the Town Board, after giving due consideration to those matters required to be considered by them pursuant to the provisions of the aforesaid Section 305, finds it in the public interest that the site shown be developed and improved in accordance with the site plan as submitted subject to the conditions thereon noted;

NOW THEREFORE, BE IT

RESOLVED, that the site plans submitted by Bohler Engineering on behalf of Rockaway 605 LLC, entitled Overall and Partial Site Plan, dated January 15, 2015 and last revised September 25, 2016 and bearing the seal of Joseph A. Deal P.E., License #087122, University of the State of New York, in connection with building application #201507046, to construct a one story, 12,000 square foot medical office building and associated site improvements with Nassau County 239f pending located on the northwest corner of Rockaway Turnpike and Nassau Expressway, Lawrence, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 32  
Case # 29455

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO SETTLE THE CLAIM OF PATRICIA LASALA IN THE AMOUNT OF \$60,000.00.

WHEREAS, Patricia LaSala, by her attorneys, the Latronica Law Firm, P.C., with offices in Levittown, New York, made claim against the Town of Hempstead for personal injuries she sustained when the 2000 Chevy motor vehicle she was operating was in a collision with a Town of Hempstead Department of Sanitation pickup truck on Plum Tree Road North in Westbury, New York on January 25, 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 Patricia LaSala to recover for personal injuries she sustained as a result of said accident; and

WHEREAS, prior to a jury trial of this case on damages, a proposal was made between the Latronica Law Firm, P.C., attorneys for Patricia LaSala and the Town of Hempstead trial counsel, to settle the personal injury claim of Patricia LaSala for \$60,000.00; and

WHEREAS, the Latronica Law Firm, P.C., attorneys for Patricia LaSala, have 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 be approved 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 Patricia LaSala in the amount of \$60,000.00 for an accident occurring on January 25, 2011, said amount to be paid out of Sanitation Operating Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 33  
Case # 10889



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

Item # 34  
Case # 7

CASE NO. 29459

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A  
PROPOSED LOCAL LAW TO AMEND CHAPTER 202  
OF THE CODE OF THE TOWN OF HEMPSTEAD TO  
INCLUDE AND REPEAL "REGULATIONS AND  
RESTRICTIONS" TO LIMIT PARKING AT VARIOUS  
LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS AND RESTRICTIONS" to limit parking; and

WHEREAS, has introduced a proposed local law known as Intro. No. 32-2016, 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 26, 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. 32-2016, 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 #

35

Case #

29459

**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 26<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

GRAND BOULEVARD (TH 572/15) West Side – TWO HOUR PARKING 8 AM – 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 290 feet south of the south curbline of Church St., south for a distance of 100 feet.

OCEANSIDE  
Section 202-13

MERLE AVENUE (TH 84/16) South Side – NO PARKING 8 AM – 10 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 65 feet west of the west curbline of Oceanside Rd., west for a distance of 446 feet.

MERLE AVENUE (TH 84/16) South Side – NO PARKING 8 AM – 10 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 504 feet west of the west curbline of Oceanside Rd., west for a distance of 24 feet.

SEAFORD  
Section 202-4

FRANKLIN AVENUE (TH 96/16) North Side – TWO HOUR PARKING 7 AM to 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 35 feet east of the east curbline of Monroe Avenue, east for a distance of 86 feet.

WANTAGH  
Section 202-10

TAFT STREET (TH 101/16) South Side – TWO HOUR PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at the west curbline of Jane Street, west to a point 83 feet east of the east curbline of Oakland Avenue.

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

BALDWIN  
Section 202-5

GRAND BOULEVARD (TH 178/12) West Side – TWO HOUR PARKING 8 AM – 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 35 feet south of the south curbline of Church St., south for a distance of 183 feet.  
(Adopted 11/13/12)

OCEANSIDE  
Section 202-13

MERLE AVENUE (TH 365/81) South Side – NO PARKING 8 AM – 10 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 65 feet west of the west curbline of Oceanside Rd., west for a distance of 523 feet.  
(Adopted 1/26/82)

WANTAGH  
Section 202-10

TAFT STREET (TH 304/84) South Side – TWO HOUR PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting from the west curbline of Jane Street, west for a distance of 270 feet. (Adopted 11/16/84)

TAFT STREET (TH 433/80) South Side – TWO HOUR  
PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS &  
HOLIDAYS – starting from a point 308 feet west to the west  
curbline of Jane Street, west to a point 80 feet east of Oakland  
Avenue. (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: April 12, 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 nine of two thousand sixteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN Section 202-5 GRAND BOULEVARD (TH 572/15) West Side – TWO HOUR PARKING 8 AM – 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 290 feet south of the south curbline of Church St., south for a distance of 100 feet.

OCEANSIDE Section 202-13 MERLE AVENUE (TH 84/16) South Side – NO PARKING 8 AM – 10 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 65 feet west of the west curbline of Oceanside Rd., west for a distance of 446 feet.

MERLE AVENUE (TH 84/16) South Side – NO PARKING 8 AM – 10 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 504 feet west of the west curbline of Oceanside Rd., west for a distance of 24 feet.

SEAFORD Section 202-4 FRANKLIN AVENUE (TH 96/16) North Side – TWO HOUR PARKING 7 AM to 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 35 feet east of the east curbline of Monroe Avenue, east for a distance of 86 feet.

WANTAGH Section 202-10 TAFT STREET (TH 101/16) South Side – TWO HOUR PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at the west curbline of Jane Street, west to a point 83 feet east of the east curbline of Oakland Avenue.

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 nine of two thousand sixteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN Section 202-5 GRAND BOULEVARD (TH 178/12) West Side – TWO HOUR PARKING 8 AM – 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 35 feet south of the south curbline of Church St., south for a distance of 183 feet. (Adopted 11/13/12)

OCEANSIDE Section 202-13 MERLE AVENUE (TH 365/81) South Side – NO PARKING 8 AM – 10 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 65 feet west of the west curbline of Oceanside Rd., west for a distance of 523 feet. (Adopted 1/26/82)

WANTAGH Section 202-10 TAFT STREET (TH 304/84) South Side – TWO HOUR PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting from the west curbline of Jane Street, west for a distance of 270 feet. (Adopted 11/16/84)

TAFT STREET (TH 433/80) South Side – TWO HOUR  
PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS &  
HOLIDAYS – starting from a point 308 feet west to the west  
curbline of Jane Street, west to a point 80 feet east of Oakland  
Avenue. (Adopted 11/18/80)

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

CASE NO. 29463

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  
limiting parking at various locations; and

WHEREAS, has introduced a proposed local law known as  
Intro. No. 36-2016, 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 limiting 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 26, 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. 36-2016, Print  
No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to  
include and repeal "REGULATIONS AND RESTRICTIONS" to limiting  
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 # 36

Case # 29463

## 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 26<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:

POINT LOOKOUT  
Section 202-3

BALDWIN AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet.

BALDWIN AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curbline of Lido  
Blvd., south for a distance of 100 feet

BELLMORE AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet.

BELLMORE AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curbline of Lido  
Blvd., south for a distance of 100 feet.

CEDARHURST AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curbline of Lido  
Blvd., south for a distance of 100 feet.

CEDARHURST AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet.

FREEPORT AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet.

FREEPORT AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curbline of Lido  
Blvd., south for a distance of 100 feet.

FREEPORT AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet.

FREEPORT AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curbline of Lido  
Blvd., south for a distance of 100 feet.

GARDEN CITY AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet.

GARDEN CITY AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curbline of Lido  
Blvd., south for a distance of 100 feet.



GLENWOOD AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblines of Lido  
Blvd., south for a distance of 94 feet.

GLENWOOD AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblines of Lido  
Blvd., north for a distance of 100 feet.

HEWLETT AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblines of Lido  
Blvd., south for a distance of 100 feet.

INWOOD AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblines of Lido  
Blvd., north for a distance of 100 feet.

INWOOD AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblines of Lido  
Blvd., south for a distance of 100 feet.

INWOOD AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblines of Lido  
Blvd., north for a distance of 100 feet.

INWOOD AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblines of Lido  
Blvd., south for a distance of 100 feet.

LIDO BLVD. (TH 547/15) South Side – 15 MINUTE PARKING  
8 AM – 7 PM – from the east curblines of Inwood Ave., east to the  
west curblines of Lynbrook Ave.

LIDO BLVD. (TH 547/15) North Side – 15 MINUTE PARKING  
8 AM to 7 PM – from the east curblines of Inwood Ave., east for a  
distance of 90 feet.

LIDO BLVD. (TH 547/15) North Side – TWO HOUR PARKING  
8 AM to 7 PM – starting at the east curblines of Parkside Dr., east  
to the west curblines of Baldwin Ave.

LIDO BLVD. (TH 547/15) North Side – TWO HOUR PARKING  
8 AM to 7 PM – starting at the east curblines of Baldwin Ave., east  
to the west curblines of Bellmore Ave.

LIDO BLVD. (TH 547/15) North Side – TWO HOUR PARKING  
8 AM to 7 PM – starting at the east curblines of Bellmore Ave., east  
to the west curblines of Cedarhurst Ave.

LIDO BLVD. (TH 547/15) North Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblines of Freeport Ave., east to  
the west curblines of Garden City Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblines of Baldwin Ave., east to  
the west curblines of Bellmore Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblines of Bellmore Ave., east to  
the west curblines of Cedarhurst Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblines of Freeport Ave., east to  
the west curblines of Garden City Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – starting from the east curblin of Garden City  
Ave., east to the west curblin of Glenwood Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblin of Hewlett Ave., east to the  
west curblin of Inwood Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblin of Inwood Ave., east to the  
west curblin of Lynbrook Ave.

PARKSIDE DRIVE (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – from the north curblin of Bayside  
Dr., north to its termination at Reynolds Channel.

PARKSIDE DRIVE (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – from the north curblin of Bayside  
Dr., north to its termination at Reynolds Channel.

PARKSIDE DRIVE (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – from the north curblin of Lido Blvd.,  
north for a distance of 100 feet.

PARKSIDE DRIVE (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblin of Lido  
Blvd, north for a distance of 100 feet.

PARKSIDE DRIVE (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at a point 20 feet south of the  
south curblin of Lido Blvd., south for a distance of 80 feet.

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

POINT LOOKOUT  
Section 202-3

BALDWIN AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the north curblin of Lido  
Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

BALDWIN AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the south curblin of Lido  
Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

BELLMORE AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the north curblin of Lido  
Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

BELLMORE AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the north curblin of Lido  
Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

CEDARHURST AVENUE (TH 179/67) (TH 633/67) West  
Side – ONE HOUR PARKING – starting at the south curblin  
of Lido Blvd., south for a distance of 100 feet.  
(Adopted 4/16/68)

CEDARHURST AVENUE (TH 179/67) (TH 633/67) West  
Side – ONE HOUR PARKING – starting at the north curblin  
of Lido Blvd., north for a distance of 100 feet.  
(Adopted 4/16/68)

FREEPORT AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the north curblines of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

FREEPORT AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the south curblines of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

FREEPORT AVENUE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the north curblines of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

FREEPORT AVENUE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the south curblines of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

GARDEN CITY AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the south curblines of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

GLENWOOD AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the north curblines of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

GLENWOOD AVENUE (TH 743/05) West Side – ONE HOUR PARKING – starting at the south curblines of Lido Blvd., south for a distance of 94 feet. (Adopted 6/20/06)

INWOOD AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the north curblines of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

INWOOD AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the south curblines of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

INWOOD AVENUE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the north curblines of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

INWOOD AVENUE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the south curblines of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) North Side – ONE HOUR PARKING 8 AM to 7 PM – starting at the east curblines of Baldwin Ave., east to the west curblines of Bellmore Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) North Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblines of Bellmore Ave., east to the west curblines of Cedarhurst Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) North Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblines of Freeport Ave., east to the west curblines of Garden City Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblin of Baldwin Ave., east to the west curblin of Bellmore Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblin of Bellmore Ave., east to the west curblin of Cedarhurst Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblin of Freeport Ave., east to the west curblin of Garden City Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblin of Garden City Ave., east to the west curblin of Glenwood Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblin of Hewlett Ave., east to the west curblin of Inwood Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblin of Inwood Ave., east to the west curblin of Lynbrook Ave. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – from the north curblin of Bayside Dr., north to its termination at Reynolds Channel. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the north curblin of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – from the north curblin of Bayside Dr., north to its termination at Reynolds Channel. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the north curblin of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 307/99) West Side – ONE HOUR PARKING 8 AM to 7 PM – starting at a point 20 feet south of the south curblin of Lido Blvd., south for a distance of 80 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: April 12, 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:

POINT LOOKOUT  
Section 202-3

BALDWIN AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

BALDWIN AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet

BELLMORE AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

BELLMORE AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet.

CEDARHURST AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet.

CEDARHURST AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

FREEPORT AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

FREEPORT AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet.

FREEPORT AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

FREEPORT AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet.

GARDEN CITY AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

GARDEN CITY AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet.

GLENWOOD AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 94 feet.

GLENWOOD AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

HEWLETT AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet.

INWOOD AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

INWOOD AVE. (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet.

INWOOD AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curblineline of Lido  
Blvd., north for a distance of 100 feet.

INWOOD AVE. (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the south curblineline of Lido  
Blvd., south for a distance of 100 feet.

LIDO BLVD. (TH 547/15) South Side – 15 MINUTE PARKING  
8 AM – 7 PM – from the east curblineline of Inwood Ave., east to the  
west curblineline of Lynbrook Ave.

LIDO BLVD. (TH 547/15) North Side – 15 MINUTE PARKING  
8 AM to 7 PM – from the east curblineline of Inwood Ave., east for a  
distance of 90 feet.

LIDO BLVD. (TH 547/15) North Side – TWO HOUR PARKING  
8 AM to 7 PM – starting at the east curblineline of Parkside Dr., east  
to the west curblineline of Baldwin Ave.

LIDO BLVD. (TH 547/15) North Side – TWO HOUR PARKING  
8 AM to 7 PM – starting at the east curblineline of Baldwin Ave., east  
to the west curblineline of Bellmore Ave.

LIDO BLVD. (TH 547/15) North Side – TWO HOUR PARKING  
8 AM to 7 PM – starting at the east curblineline of Bellmore Ave., east  
to the west curblineline of Cedarhurst Ave.

LIDO BLVD. (TH 547/15) North Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblineline of Freeport Ave., east to  
the west curblineline of Garden City Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblineline of Baldwin Ave., east to  
the west curblineline of Bellmore Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblineline of Bellmore Ave., east to  
the west curblineline of Cedarhurst Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curblineline of Freeport Ave., east to  
the west curblineline of Garden City Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – starting from the east curblineline of Garden City  
Ave., east to the west curblineline of Glenwood Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curbline of Hewlett Ave., east to the  
west curbline of Inwood Ave.

LIDO BLVD. (TH 547/15) South Side – TWO HOUR PARKING  
8 AM to 7 PM – from the east curbline of Inwood Ave., east to the  
west curbline of Lynbrook Ave.

PARKSIDE DRIVE (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – from the north curbline of Bayside  
Dr., north to its termination at Reynolds Channel.

PARKSIDE DRIVE (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – from the north curbline of Bayside  
Dr., north to its termination at Reynolds Channel.

PARKSIDE DRIVE (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – from the north curbline of Lido Blvd.,  
north for a distance of 100 feet.

PARKSIDE DRIVE (TH 547/15) East Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at the north curbline of Lido  
Blvd, north for a distance of 100 feet.

PARKSIDE DRIVE (TH 547/15) West Side – TWO HOUR  
PARKING 8 AM to 7 PM – starting at a point 20 feet south of the  
south curbline of Lido Blvd., south for a distance of 80 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:

POINT LOOKOUT  
Section 202-3

BALDWIN AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

BALDWIN AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the south curbline of Lido  
Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

BELLMORE AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

BELLMORE AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the north curbline of Lido  
Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

CEDARHURST AVENUE (TH 179/67) (TH 633/67) West  
Side – ONE HOUR PARKING – starting at the south curbline  
of Lido Blvd., south for a distance of 100 feet.  
(Adopted 4/16/68)

CEDARHURST AVENUE (TH 179/67) (TH 633/67) West  
Side – ONE HOUR PARKING – starting at the north curbline  
of Lido Blvd., north for a distance of 100 feet.  
(Adopted 4/16/68)

FREEPORT AVENUE (TH 179/67) (TH 633/67) West Side –  
ONE HOUR PARKING – starting at the north curbline of Lido  
Blvd., north for a distance of 100 feet.  
(Adopted 4/16/68)



FREEPORT AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the south curblineline of Lido Blvd., north for a distance of 100 feet.  
(Adopted 4/16/68)

FREEPORT AVENUE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the north curblineline of Lido Blvd., north for a distance of 100 feet.  
(Adopted 4/16/68)

FREEPORT AVENUE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the south curblineline of Lido Blvd., south for a distance of 100 feet.  
(Adopted 4/16/68)

GARDEN CITY AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting the south curblineline of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

GLENWOOD AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the north curblineline of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

GLENWOOD AVENUE (TH 743/05) West Side – ONE HOUR PARKING – starting at the south curblineline of Lido Blvd., south for a distance of 94 feet. (Adopted 6/20/06)

INWOOD AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the north curblineline of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

INWOOD AVENUE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the south curblineline of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

INWOOD AVENUE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the north curblineline of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

INWOOD AVENUE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the south curblineline of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) North Side – ONE HOUR PARKING 8 AM to 7 PM – starting at the east curblineline of Baldwin Ave., east to the west curblineline of Bellmore Ave.  
(Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) North Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblineline of Bellmore Ave., east to the west curblineline of Cedarhurst Ave.  
(Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) North Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblineline of Freeport Ave., east to the west curblineline of Garden City Ave.  
(Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblineline of Baldwin Ave., east to the west curblineline of Bellmore Ave.  
(Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curblineline of Bellmore Ave., east to the west curblineline of Cedarhurst Ave.  
(Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curbline of Freeport Ave., east to the west curbline of Garden City Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curbline of Garden City Ave., east to the west curbline of Glenwood Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curbline of Hewlett Ave., east to the west curbline of Inwood Ave. (Adopted 4/16/68)

LIDO BLVD. (TH 179/67) (TH 633/67) South Side – ONE HOUR PARKING 8 AM to 7 PM – from the east curbline of Inwood Ave., east to the west curbline of Lynbrook Ave. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – from the north curbline of Bayside Dr., north to its termination at Reynolds Channel. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 179/67) (TH 633/67) West Side – ONE HOUR PARKING – starting at the north curbline of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – from the north curbline of Bayside Dr., north to its termination at Reynolds Channel. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 179/67) (TH 633/67) East Side – ONE HOUR PARKING – starting at the north curbline of Lido Blvd., north for a distance of 100 feet. (Adopted 4/16/68)

PARKSIDE DRIVE (TH 307/99) West Side – ONE HOUR PARKING 8 AM to 7 PM – starting at a point 20 feet south of the south curbline of Lido Blvd., south for a distance of 80 feet. (Adopted 4/16/68)

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

CASE NO. 29460

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 "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. 33-2016, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include "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. 33-2016, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include "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 # 37

Case # 29460

**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 26<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:

ELMONT	KIEFER AVENUE (TH 13/16) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Dorothy Ave., west for a distance of 30 feet.
	DOHERTY AVENUE (TH 13/16) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Kiefer Ave., south for a distance of 30 feet.
SEAFORD	FRANKLIN AVENUE (TH 96-16) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Monroe Ave., east for a distance of 35 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 ten of two thousand sixteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following location:

OCEANSIDE	LONG BEACH ROAD (TH 113/16) West Side – (TH 236/81) West Side – NO PARKING ANYTIME – starting at a point 370 feet north of the north curbline of Hawthorne Avenue, north for a distance of 70 feet. (Adopted 11/20/81)
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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: April 12, 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 "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 ten of two thousand sixteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

ELMONT KIEFER AVENUE (TH 13/16) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Dorothy Ave., west for a distance of 30 feet.

DOHERTY AVENUE (TH 13/16) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Kiefer Ave., south for a distance of 30 feet.

SEAFORD FRANKLIN AVENUE (TH 96-16) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Monroe Ave., east for a distance of 35 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 ten of two thousand sixteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following location:

OCEANSIDE LONG BEACH ROAD (TH 113/16) West Side – (TH 236/81) West Side – NO PARKING ANYTIME – starting at a point 370 feet north of the north curbline of Hawthorne Avenue, north for a distance of 70 feet. (Adopted 11/20/81)

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

CASE NO. 29461

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. 34-2016, 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 26, 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. 34-2016, 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 # 38

Case # 29461

**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 26<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:

BELLMORE	BEDFORD AVENUE (TH 104/16) STOP – all traffic traveling westbound on Clarendon Avenue shall come to a full stop.
SEAFORD	FRANKLIN AVENUE (TH 98/16) STOP – all traffic traveling northbound on Lincoln Avenue shall come to a full stop.
WESTBURY	CARMAN AVENUE (TH 631/15) STOP – all traffic traveling westbound on Park Street shall come 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: April 12, 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 "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 eleven of two thousand sixteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

- BELLMORE                                      BEDFORD AVENUE (TH 104/16) STOP – all traffic traveling westbound on Clarendon Avenue shall come to a full stop.
- SEAFORD                                        FRANKLIN AVENUE (TH 98/16) STOP – all traffic traveling northbound on Lincoln Avenue shall come to a full stop.
- WESTBURY                                      CARMAN AVENUE (TH 631/15) STOP – all traffic traveling westbound on Park Street shall come a full stop.

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



CASE NO. 29462

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A  
PROPOSED LOCAL LAW TO AMEND SECTION  
197-13 OF THE CODE OF THE TOWN OF  
HEMPSTEAD TO INCLUDE "TRAFFIC REGULATIONS  
IN THE VICINITY OF SCHOOLS" AT VARIOUS  
LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 35-2016, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 26, 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. 35-2016, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

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39

Case #

29462

**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 26<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 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following location:

BALDWIN

GRAND BOULEVARD (TH 572/15) West Side – NO  
PARKING 8 AM – 4 PM SCHOOL DAYS PICK-UP/DROP-  
OFF ONLY – starting at a point 35 feet south of the south  
curbline of Church Street, south for a distance of 255 feet.

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

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

Dated: April 12, 2016  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number three of two thousand sixteen is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

BALDWIN

GRAND BOULEVARD (TH 572/15) West Side – NO  
PARKING 8 AM – 4 PM SCHOOL DAYS PICK-UP/DROP-  
OFF ONLY – starting at a point 35 feet south of the south  
curbline of Church Street, south for a distance of 255 feet.

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

CASE NO. 15137

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL  
LAW TO ENACT A NEW SECTION 56-8 OF CHAPTER 56 OF  
THE CODE OF THE TOWN OF HEMPSTEAD, IN RELATION TO  
THE DEPARTMENT OF CIVIL SERVICE

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 enact a new section 56-8 of  
Chapter 56 of the Code of the Town of Hempstead, in  
relation to the Department of Civil Service; and

WHEREAS, \_\_\_\_\_ has introduced the  
proposed local law known as Intro. No. 39-2016 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 26<sup>th</sup> day of  
April, 2016 at 10:30 o'clock in the forenoon of that day at  
which time all interested persons shall be heard on the  
enactment of a local law known as Intro. No. \_\_\_\_\_-2016,  
Print No. 1, to enact a new section to Chapter 56 of the  
Code of the Town of Hempstead, in relation to the  
Department of Civil Service; 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 #

40

Case #

15137

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 26<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 enact a new section 56-8 of Chapter 56 of the Code of the Town of Hempstead, in relation to the Department of Civil Service.

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  
April 12, 2016

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

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Town of Hempstead

A local law to enact a new section 56-8 of Chapter 56 of the Code of the Town of Hempstead, in relation to the Town of Hempstead Department of Civil Service.

Introduced by:

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

Section 1. Chapter 56 of the code of the town of Hempstead, as constituted by local law number sixty-six of nineteen hundred sixty-nine, hereby is amended to enact a new section 56-8 of the Chapter 56, and shall henceforth read as follows:

Chapter 56  
Department of Civil Service

\* \* \*

§56-8. Leave of absence.

A permanent competitive class employee may be granted a leave of absence to serve in an exempt, unclassified or non-competitive position. Such leave of absence shall expire at the end of his/her employment in such exempt, unclassified or non-competitive class position provided that such service shall not continue more than two (2) years. The Commission, in its discretion, may waive the time limitation in two (2) year increments, in cases where it finds such a waiver to be in the public interest.

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 FOR  
THE PURPOSE OF ESTABLISHING AND SETTING  
ASIDE CERTAIN PARKING SPACES FOR MOTOR  
VEHICLES FOR THE SOLE USE OF HOLDERS OF  
SPECIAL PARKING PERMITS ISSUED BY THE  
COUNTY OF NASSAU TO PHYSICALLY  
HANDICAPPED PERSONS.

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town  
Meeting Pavilion, Hempstead Town Hall, Washington Street,  
Hempstead, New York, on the        day of        ,  
2016, at 10:30 o'clock in the forenoon of that day, at  
which time all persons interested shall be heard on the  
establishment and setting aside of certain parking spaces  
for motor vehicles for the sole use of holders of special  
parking permits issued by the County of Nassau to  
physically handicapped persons at the following locations:

BELLMORE

BELLMORE AVENUE - west side, starting  
at a point 78 feet north of the north  
curbline of Marion Street, north for  
a distance of 25 feet.

(TH-016/15)

ELMONT

PINE STREET - north side, starting  
at a point 230 feet west of the west  
curbline of Fieldmere Street, west for  
a distance of 20 feet.

(TH-057/16)

ROOSEVELT

HALE PLACE - east side, starting at  
a point 120 feet south of the south  
curbline of Allers Blvd., south for  
a distance of 20 feet.

(TH-053/16)

VALLEY STREAM

HAWTHORNE LANE - east side, starting at

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Case #

21527

a point 342 feet north of the north  
curbline of Flower Road, north for a  
distance of 19 feet.  
(TH-522/15)

WANTAGH

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

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

WANTAGH

BEVERLY ROAD - west side, starting at  
a point 450 feet south of a point opposite  
the south curbline of Hempstead Tpke., south  
for a distance of 20 feet.  
(TH-625/15 - 2/09/16) (TH-625B/15)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of  
such hearing by the publication thereof in Newsday,  
a newspaper having a general circulation in the Town  
of Hempstead, once at least ten days prior to the above-  
specified date of said hearing.

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

AYES:

NOES:



**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the            day of            , 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:

BELLMORE

BELLMORE AVENUE - west side, starting at a point 78 feet north of the north curblineline of Marion Street, north for a distance of 25 feet.  
(TH-016/15)

ELMONT

PINE STREET - north side, starting at a point 230 feet west of the west curblineline of Fieldmere Street, west for a distance of 20 feet.  
(TH-057/16)

ROOSEVELT

HALE PLACE - east side, starting at a point 120 feet south of the south curblineline of Allers Blvd., south for a distance of 20 feet.  
(TH-053/16)

VALLEY STREAM

HAWTHORNE LANE - east side, starting at a point 342 feet north of the north curblineline of Flower Road, north for a distance of 19 feet.  
(TH-522/15)

WANTAGH

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

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

WANTAGH

BEVERLY ROAD - west side, starting at a point 450 feet south of a point opposite the south curblineline of Hempstead Tpke., south for a distance of 20 feet.  
(TH-625/15 - 2/09/16) (TH-625B/15)

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

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON  
THE PROPOSED RENEWAL CONTRACT WITH THE  
WESTBURY FIRE DISTRICT FOR FIRE  
PROTECTION WITHIN THE HEMPSTEAD PLAINS  
FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the Hempstead Plains Protection District expired on December 31, 2014; and

WHEREAS, the Westbury Fire District has offered to provide fire protection to the said Fire Protection District for a further period of four years commencing January 1, 2015 and expiring December 31, 2018, for the annual sum of \$162,183.00 for the year 2015; \$163,805.00 for the year 2016; \$165,443.00 for the year 2017; and \$167,925.00 for the year 2018; and

WHEREAS, this Town Board deems it to be in the public interest to renew said fire protection contract with the Westbury Fire District to protect the Hempstead Plains Fire Protection District for a further period of four (4) 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 Westbury Fire District to provide fire protection within the Hempstead Plains Fire Protection District for a four-year period as foreshaid; 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 ten days before the date of said public hearing.

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

AYES:

NOES:

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40

Case #

29467

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 \_\_\_\_\_ o'clock in the \_\_\_\_\_ 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 Westbury Fire District, for furnishing fire protection services within the Hempstead Plains Fire Protection District, for a period of four years commencing January 1, 2015 and expiring December 31, 2018, for the annual sum of \$162,183.00 for the year 2015; \$163,805.00 for the year 2016; \$165,443.00 for the year 2017; and \$167,925.00 for the year 2018.

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

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and  
moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON  
THE PROPOSED RENEWAL CONTRACT WITH THE  
WESTBURY FIRE DISTRICT FOR FIRE  
PROTECTION WITHIN THE ROOSEVELT FIELD  
FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection  
within the Roosevelt Field Fire Protection District expired on  
December 31, 2014; and

WHEREAS, the Westbury Fire District has offered to provide  
fire protection to the said Fire Protection District for a  
further period of four (4) years commencing January 1, 2015 and  
expiring December 31, 2018, for the annual sum of \$292,641.00  
for the year 2015; \$295,567.00 for the year 2016; \$298,523.00  
for the year 2017; and \$303,001.00 for the year 2018; and

WHEREAS, this Town Board deems it to be in the public  
interest to renew said fire protection contract with the  
Westbury Fire District to protect the Roosevelt Field Fire  
Protection District for a further period of four 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  
Westbury Fire District to provide fire protection within the  
Roosevelt Field Fire Protection District for a four-year period  
as aforesaid; 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 ten days before the date of said  
public hearing.

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

AYES:

NOES:

Item # 43

Case # 29468

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 o'clock in the 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 Westbury Fire District, for furnishing fire protection services within the Roosevelt Field Fire Protection District, for a period of four years commencing January 1, 2015 and expiring December 31, 2018, for the annual sum of \$292,641.00 for the year 2015; \$295,567.00 for the year 2016; \$298,523.00 for the year 2017; and \$303,001.00 for the year 2018.

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

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and  
moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON  
THE PROPOSED RENEWAL CONTRACT WITH THE  
WESTBURY FIRE DISTRICT FOR FIRE  
PROTECTION WITHIN THE SOUTH WESTBURY  
FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection  
within the South Westbury Fire Protection District expired on  
December 31, 2014, and

WHEREAS, the Westbury Fire District has offered to provide  
fire protection to the said Fire Protection District for a  
further period of four (4) years commencing January 1, 2015 and  
expiring December 31, 2018, for the annual sum of \$6,787.00 for  
the year 2015; \$6,855.00 for the year 2016; and \$6,923.00 for  
the year 2017; and \$7,027.00 for the year 2018; and

WHEREAS, this Town Board deems it to be in the public  
interest to renew said fire protection contract with the  
Westbury Fire District to protect the South Westbury Fire  
Protection District for a further period of four 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  
Westbury Fire District to provide fire protection within the  
South Westbury Fire Protection District for a four-year period  
as aforesaid; 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 ten days before the date of said  
public hearing.

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

AYES:

NOES:

Item # 44

Case # 29466

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 \_\_\_\_\_ o'clock in the \_\_\_\_\_ 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 Westbury Fire District, for furnishing fire protection services within the South Westbury Fire Protection District, for a period of four years commencing January 1, 2015 and expiring December 31, 2018, for the annual sum of \$6,787.00 for the year 2015; \$6,855.00 for the year 2016; \$6,923.00 for the year 2017; and \$7,027.00 for the year 2018.

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

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and  
moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON  
THE PROPOSED RENEWAL CONTRACT WITH THE  
WESTBURY FIRE DISTRICT FOR FIRE  
PROTECTION WITHIN THE UNIONDALE FIRE  
PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection  
within the Uniondale Fire Protection District expired on  
December 31, 2014, and

WHEREAS, the Westbury Fire District has offered to provide  
fire protection to the said Fire Protection District for a  
further period of four years commencing January 1, 2015 and  
expiring December 31, 2018, for the annual sum of \$142,793.00  
for the year 2015; \$144,221.00 for the year 2016; \$145,663.00  
for the year 2017; and \$147,848.00 for the year 2018; and

WHEREAS, this Town Board deems it to be in the public  
interest to renew said fire protection contract with the  
Westbury Fire District to protect the Uniondale Fire Protection  
District for a further period of four 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  
Westbury Fire District to provide fire protection within the  
Uniondale Fire Protection District for a four-year period as  
aforesaid; 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 ten days before the date of said  
public hearing.

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

AYES:

NOES:

Item #

45

Case #

29465

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        o'clock in the        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 Westbury Fire District, for furnishing fire protection services within the Uniondale Fire Protection District, for a period of four years commencing January 1, 2015 and expiring December 31, 2018, for the annual sum of \$142,793.00 for the year 2015; \$144,221.00 for the year 2016; \$145,663.00 for the year 2017; and \$147,848.00 for the year 2018.

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

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JOHN ALLEN,  
SECURITY AIDE, IN THE DEPARTMENT OF  
PUBLIC SAFETY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for John Allen, Security Aide, in the Department of Public Safety, be and hereby is increased to Grade 8, Step 4 (E), Salary Schedule D, \$49,544, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead effective April 13, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JODIE BEHRENS, AS  
CLERK II, IN THE DEPARTMENT OF  
BUILDINGS, 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 Jodie Behrens 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 Jodie Behrens, now serving as Clerk I, in the Department of Buildings, be and hereby is appointed Clerk II, Competitive, Permanent, Grade 8, Step 1 (B), Salary Schedule D \$43,118, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective April 13, 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 PHILIP BROOKMEYER  
AS COUNSEL TO THE COMMISSIONER,  
DEPARTMENT OF PARKS AND  
RECREATION, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

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

WHEREAS, Philip Brookmeyer has resigned his position as Deputy  
Town Attorney, in the Office of the Town Attorney, NOW, BE IT

RESOLVED, that Philip Brookmeyer be and hereby is appointed  
Counsel to Commissioner, Department of Parks and Recreation, Exempt, Ungraded, at an annual  
salary of \$55,843, 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 April 13, 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 THOMAS CITTADINO AS  
ENGINEERING HELPER, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION.

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

RESOLVED, that Thomas Cittadino, now serving as Labor Crew Chief II,  
in the Department of General Services, Buildings and Grounds Division, be and hereby is appointed  
Engineering Helper, Non Competitive, Ungraded, at an annual salary of \$94,190, in the Department of  
General Services, Buildings and Grounds Division, by the Commissioner of the Department of General  
Services and ratified by the Town Board of the Town of Hempstead effective April 13, 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 TODD DETRANO AS  
CODE ENFORCEMENT OFFICER I, IN THE  
DEPARTMENT OF BUILDINGS.

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

WHEREAS, Todd Detrano was appointed Code Enforcement Officer  
Trainee from the Civil Service List in the Department of Buildings on March 30, 2015, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after  
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed  
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Todd Detrano be and hereby is appointed as Code  
Enforcement Officer I, Competitive, Permanent, Grade 18, Step 1 (B), Salary Schedule D, \$58,655,  
in the Department of Buildings, by the Commissioner of the Department of Buildings 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 JUSTINE DIMICELI AS  
DEPUTY COMMISIONER, DEPARTMENT  
OF PARKS AND RECREATION, IN THE  
DEPARTMENT OF PARKS AND  
RECREATION.

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

WHEREAS, Justine Dimiceli has resigned her position as Data  
Control Assistant, in the Department of Parks and Recreation, NOW, BE IT

RESOLVED, that Justine Dimiceli be and hereby is appointed  
Deputy Commissioner, Department of Parks and Recreation, Exempt, Ungraded, at an annual  
salary of \$90,000, 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 April 13, 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 THOMAS GARGANO AS  
LABORER II, IN THE DEPARTMENT OF PARKS  
AND RECREATION.

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

RESOLVED, that Thomas Gargano, now serving as Laborer I, in the Department of Parks and Recreation, be and hereby is appointed Laborer II, Non Competitive, Grade 11, Step 12 (M), Salary Schedule C, \$77,762, 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 April 13, 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 DOUGLAS GROTH AS  
CODE ENFORCEMENT OFFICER I, IN THE  
DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Douglas Groth was appointed Code Enforcement Officer Trainee from the Civil Service List in the Department of Buildings on March 30, 2015, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Douglas Groth be and hereby is appointed as Code Enforcement Officer I, Competitive, Permanent, Grade 18, Step 1 (B), Salary Schedule D, \$58,655, in the Department of Buildings, by the Commissioner of the Department of Buildings 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 MICHAEL  
HARTOFILIS, LAW ASSISTANT, 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 Michael Hartofilis, Law Assistant, in  
the Office of the Town Attorney, be and hereby is increased to \$97,356, Ungraded, by the Town  
Attorney and ratified by the Town Board of the Town of Hempstead effective April 13, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHRISTOPHER LIBRIZZI  
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 Christopher Librizzi, 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 April 13, 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 TIMOTHY  
MALONE, DOCKMASTER II, IN THE  
DEPARTMENT OF CONSERVATION AND  
WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Timothy Malone, Dockmaster II, in the Department of Conservation and Waterways, be and hereby is increased to \$95,382, Ungraded, by the Acting Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective April 13, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JOHN QUINN, JR,  
ASSISTANT TO COMMISSIONER,  
DEPARTMENT OF HIGHWAY, IN THE  
DEPARTMENT OF HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for John Quinn, Jr., Assistant to  
Commissioner, Department of Highway, in the Department of Highway, be and hereby is increased to  
\$146,519, Ungraded, by the Commissioner of the Department of Highway and ratified by the Town  
Board of the Town of Hempstead effective April 13, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL WOLFE AS  
EQUIPMENT CREW CHIEF, IN THE  
DEPARTMENT OF SANITATION.

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

RESOLVED, that Michael Wolfe, now serving as Labor Crew Chief II, in  
the Department of Sanitation, be and hereby is appointed Equipment Crew Chief, Non Competitive,  
Ungraded, at an annual salary of \$94,190, 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  
April 13, 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: