

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 10th day of May, 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 REPEAL "REGULATIONS AND RESTRICTIONS " to limit parking at the following locations:

OCEANSIDE
Section 202-13

STUART PLACE (TH 225/13) South Side – NO PARKING 8 AM – 4 PM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS – starting at a point 117 feet east of the east curblineline of Long Beach Road, east for a distance of 32 feet.
(Adopted 9/3/2013)

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 26, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of May, 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 REPEAL "PARKING OR STANDING PROHIBITIONS" at the following location:

OCEANSIDE

LONG BEACH ROAD (TH 236/81) West Side – NO PARKING ANYTIME – starting at a point 370 feet north of the north curblineline of Hawthorne Avenue, north for a distance of 70 feet (Adopted 10/20/81)

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 26, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

case no. 29473

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 10th day of May, 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:

- BALDWIN GRAND AVENUE (TH 89/16) STOP – all traffic traveling westbound on Allen Place shall come to a full stop.
- SEAFORD DARBY LANE (TH 105/16) STOP – all traffic traveling northbound on Nelson Avenue shall come to a full stop.

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

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

Dated: April 26, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

Case No. 29474

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 10th day of May, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-21 of the code of the Town of Hempstead to REPEAL "BLOCKING SIDE ROADS PROHIBITED" at the following location:

WOODMERE

WOODMERE BOULEVARD (TH 1/66) East Side – DO NOT BLOCK SIDE ROAD – traffic approaching northwest on Woodmere Boulevard at intersection of Northfield Road. (Adopted 2/1/66)

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

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

Dated: April 26, 2016
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

Nasrin G. Ahmad
Town Clerk

Case No. 29475

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 the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of May, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM, school days, as follows:

"A" - 20 mph school speed limits

ELMONT, ELMONT ROAD- between Dutch
Broadway and Cerenzia Boulevard.
(TH-72/16)

The proposed local law is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where 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 26, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Case No. 19565

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the repeal of two (2) "No Parking 6 AM to 10 AM" signs and one (1) "No Parking - Pickup and Discharge Only" sign and the adoption of four (4) "MTA Police Parking Only" signs and one (1) "No Parking 6 AM to 10 AM" sign in parking field M-8, Merrick; the repeal of three (3) "MTA Police Vehicles Only" signs and the adoption of three (3) "No Parking 6 AM to 10 AM" signs in parking field M-9, Merrick; all in accordance and with Section 80-4 of the Code of the Town of Hempstead.

PLEASE TAKE FURTHER NOTICE that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 10th day of May, 2016, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

MERRICK
M-8

Commuter Parking Field
Merrick
Town of Hempstead
(TH-42/16)

MERRICK
M-9

Commuter Parking Field
Merrick
Town of Hempstead
(TH-43)

Case No. 16214

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

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

Dated: Hempstead, New York
April 26, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

NOTICE OF PUBLIC HEARING

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

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

Dated: Hempstead, New York

April 26, 2016.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Case #28674

Adopted: April 26, 2016

Councilwoman Goosby offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED AMENDMENT OF SUBSECTION 257.B OF ARTICLE XXVI OF THE BUILDING ZONE ORDINANCE OF THE TOWN OF HEMPSTEAD, IN RELATION TO FEES CHARGED FOR CERTAIN BOARD OF APPEALS MATTERS

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

WHEREAS, it is in the public interest to consider the amendment of subsection 257.B of Article XXVI of the Building Zone Ordinance of the Town of Hempstead, in relation to fees charged for certain Board of Appeals matters;

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 10th day of May, 2016 at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendment of subsection 257.B of Article XXVI of the Building Zone Ordinance of the Town of Hempstead, in relation to fees charged for certain Board of Appeals matters, to read as follows:

Article XXVI Administration and Enforcement

* * *

§ 257 Fees.

* * *

B. Board of Appeals.

- (1) Application for a variance: \$250; additional fee of \$50 for each additional variance.
- (2) Application to maintain or construct a fence: \$100.
- (3) Application to maintain or construct an accessory structure: \$200.

Case # 28669

- (4) Application to maintain or install a swimming pool: \$200.
- (5) Application for a variance to construct or maintain a two-family dwelling in a Business or Residence C District: \$1,000.
- (6) Application for a special exception or use variance: \$1,000, except that a special exception for an accessory structure on a parcel used as a one-family or two-family dwelling shall be \$200, as listed in (3) above.
- (7) Application to vary or waive off-street parking: \$1,000.
- (8) Application to park in front yard setback area: \$1,000; additional fee of \$500 for each additional front setback area.
- (9) Application for a subdivision of a parcel in violation of § 307 of the Building Zone ordinance: \$1,000.
- (10) Application pursuant to § 280-A of the Town Law of the State of New York: \$1,000.
- (11) Application for mother-daughter or immediate family residence: \$300.
- (12) Application for amusement rides at special events: \$575.
- (13) Business-related renewal applications, except those provided hereinafter: \$1,000.
- (14) Non-business-related renewal applications, except those provided hereinafter: \$500.
- (15) Renewal application for fences: \$75.
- (16) Application for reopening of a case not yet decided: \$250.
- (17) Application for rehearing of a case already decided: \$250.
- (18) Application for modification of a prior determination or condition imposed thereunder: \$150, per case.
- (19) Application for a verification of mother-daughter residence: \$150.
- (20) An application or appeal not provided for above: \$500.

- (21) Corrective legal publication or any special legal publication required by the Board of Appeals: \$250 per insertion.
- (22) Application to extend the time for issuance of a building permit under § 271 of this ordinance prior to expiration of allotted time: \$50; within four months after expiration: \$75; over four months after expiration: \$500.
- (23) Application to extend the time for commencement of use or construction of the principal building or structure under § 271 of this ordinance within four months after issuance of building permit: \$50; within eight months after issuance of building permit: \$75; all others: \$500.
- (24) Application to extend the time for completion of the principal building and issuance of a certificate of occupancy under § 271 of this ordinance within two years after issuance of building permit: \$50; all others: \$500.

and, BE IT FURTHER

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

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

AYES: SEVEN (7)

NOES: NONE (0)

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 10th day of May, 2016, at 10:30 o'clock in the forenoon of that day, to consider the proposed amendment of subsection 257.B of Article XXVI of the Building Zone Ordinance of the Town of Hempstead, in relation to fees charged for certain Board of Appeals matters. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

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

Dated: Hempstead, New York

April 26, 2016.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Case #28669

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 10th day of May, 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:

FRANKLIN SQUARE

RUSSELL STREET - south side, starting at a point 25 feet east of the east curblineline of Catherine Avenue, east for a distance of 30 feet.
(TH-074/16)

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

Dated: Hempstead, New York
April 26, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Case No. 21527

NOTICE OF PUBLIC HEARING

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 the 10th day of May, 2016, at 10:30 o'clock in the forenoon of that day, in the town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposal by the Incorporated Village of Valley Stream to contract for the furnishing of fire protection within the Mill Brook Fire Protection District for a five (5) year period commencing January 1, 2012 and ending December 31, 2016, for the sum of \$264,130.00 for the year 2012; the sum of \$266,771.00 for the year 2013; the sum of \$269,439.00 for the year 2014; the sum of \$272,133.00 for the year 2015; and the sum of \$274,854.00 for the year 2016.

The proposed contract is on file in the Office of the Town Clerk, Hempstead Town Hall, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45 p.m.

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
April 26, 2016.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Case #25697

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 10th day of May, 2016, at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposed renewal contract for fire protection with the Incorporated Village of Valley Stream, for furnishing fire protection services within the Green Acres Mall Fire Protection District, for a period of five (5) years commencing January 1, 2012 and expiring December 31, 2016, for the annual sum of \$521,488.00 for the year 2012; the sum of \$526,703.00 for the year 2013; the sum of \$531,970.00 for the year 2014; the sum of \$537,290.00 for the year 2015; and the sum of \$542,663.00 for the year 2016.

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
April 26, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Page 4 of 690

ADOPTED:

Offered the following resolution and moved
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE ST. ANTHONY DI PADOVA BENEVOLENT ASSOCIATION OF LONG ISLAND FOR A PARADE PERMIT FOR A PARADE TO BE HELD IN ELMONT, NEW YORK, ON JUNE 12, 2016.

WHEREAS, Emedio Fazzini, of Elmont, New York, President of the St. Anthony di Padova Benevolent Association of Long Island of Elmont, 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 Elmont, New York, on June 12, 2016; from 11:00a.m. to 1:00p.m. and

WHEREAS, the said application meets the requirements of section 117-3 of the Hempstead Town Code ("the Code") and has been positively reviewed by the Nassau County Police Department; and

WHEREAS, the Town Clerk has advised the Town Board that the application appears to meet the requirements of section 117-4 of the Code, entitled *Standards for issuance*;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Emedio Fazzini, President, of the St. Anthony di Padova Benevolent Association of Long Island 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

ADOPTED:

Offered the following resolution and moved
its adoption:

RESOLUTION GRANTING THE APPLICATION OF SAINT CATHERINE OF SIENNA ROMAN CATHOLIC CHURCH FOR A PARADE PERMIT FOR A PARADE TO BE HELD IN FRANKLIN SQUARE, NEW YORK, ON JUNE 15 2016.

WHEREAS, Mitchell B. Farbman, of Franklin Square, New York, Community Relations of the Saint Catherine of Sienna Roman Catholic Church of Franklin Square, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Franklin Square, New York; on June 15, 2016; from 12:00p.m. to 2:00p.m. and

WHEREAS, the said application meets the requirements of section 117-3 of the Hempstead Town Code ("the Code") and has been positively reviewed by the Nassau County Police Department; and

WHEREAS, the Town Clerk has advised the Town Board that the application appears to meet the requirements of section 117-4 of the Code, entitled *Standards for issuance*;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Mitchell B. Farbman, Community Relations, of the Saint Catherine of Sienna Roman Catholic Church 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

ADOPTED:

Offered the following resolution and moved
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE WEST HEMPSTEAD COMMUNITY SUPPORT ASSOCIATION AND AMERICAN LEGION POST 1087 FOR A PARADE PERMIT FOR A PARADE TO BE HELD IN WEST HEMPSTEAD, NEW YORK, ON MAY 30 2016.

WHEREAS, Rosalie Norton, of West Hempstead, New York, President of the West Hempstead Community Support Association and American Legion Post 1087 of 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 May 30, 2016; from 10:00a.m. to 11:00a.m. and

WHEREAS, the said application meets the requirements of section 117-3 of the Hempstead Town Code ("the Code") and has been positively reviewed by the Nassau County Police Department; and

WHEREAS, the Town Clerk has advised the Town Board that the application appears to meet the requirements of section 117-4 of the Code, entitled *Standards for issuance*;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Rosalie Norton, President, of the West Hempstead Community Support Association and American Legion Post 1087 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 MASJID
HAMZA FOR A PARADE PERMIT FOR A PARADE TO BE HELD
IN VALLEY STREAM, NEW YORK, ON MAY 21, 2016. RAIN DATE:
MAY 28, 2016.

WHEREAS, Mohammad Sheikh, of Valley Stream, New York, Member
of Masjid Hamza of Valley Stream, 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 Valley Stream, New York, on May 21, 2016; Rain Date: May 28, 2016
from 9:45a.m. to 11:15a.m. and

WHEREAS, the said application meets the requirements of section 117-3
of the Hempstead Town Code ("the Code") and has been positively reviewed by
the Nassau County Police Department; and

WHEREAS, the Town Clerk has advised the Town Board that the
application appears to meet the requirements of section 117-4 of the Code,
entitled *Standards for issuance*;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Mohammad Sheikh,
Member, of Masjid Hamza 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 GRANTING PERMISSION TO THE TEMPLE BETH-EL OF BELLMORE, TO USE TOWN OF HEMPSTEAD PARKING FIELD B-4, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING A SPECIAL EVENT ON MAY 28, MAY 29, AND MAY 30, 2016.

WHEREAS, the Temple Beth-El of Bellmore, 1373 Bellmore Road, No. Bellmore, New York 11710 Attention: Carole Friedman, Craft Fair Chair, has requested to use Town of Hempstead Parking Field B-4, Bellmore, New York for the purpose of holding a Special Event on May 28, May 29, and 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 Temple Beth-El of Bellmore, 1373 Bellmore Road, No. Bellmore, New York 11710 Attention: Carole Friedman, Craft Fair Chair, to use Town of Hempstead Parking B-4, Bellmore, New York for the purpose of holding a Special Event on May 28, May 29, and May 30, 2016; and

BE IT FURTHER

RESOLVED, that in conducting said activity the Temple Beth-El of Bellmore 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 # 2
Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE CHAMBER OF COMMERCE OF THE BELLMORES TO USE TOWN OF HEMPSTEAD PARKING FIELDS B-2, B-3, B-6, B-7, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL BELLMORE FAMILY STREET FESTIVAL SEPTEMBER 15 TO SEPTEMBER 18, 2016. (RAINDATE OCTOBER 20 TO OCTOBER 23, 2016)

WHEREAS, the Chamber of Commerce of the Bellmores, 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 Fields B-2, B-3, B-6, B-7, Bellmore, New York for the purpose of holding the Annual Bellmore Family Street Festival September 15 to September 18, 2016 (Raindate October 20 to October 23, 2016); and

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

RESOLVED, that permission is hereby granted to the Chamber of Commerce of the Bellmores, 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 Fields B-2, B-3, B-6, B-7, Bellmore, New York for the purpose of holding the Annual Bellmore Family Street Festival September 15 to September 18, 2016 (Raindate October 20 to October 23, 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

Item # 2
Case # 20915

BE IT FURTHER RESOLVED, that SUBJECT TO the issuance of the special permit required above, amusement rides will be set up after 8:00 p.m. on September 14, 2016 and October 19, 2016 and removed by 6:00 a.m. on September 19, 2016 and October 24, 2016 and that in conducting said activity the Chamber of Commerce of the Bellmores shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LONG ISLAND BUICK CLUB, BOHEMIA, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD WA-9, WANTAGH, NEW YORK FOR THE PURPOSE OF HOLDING A SPECIAL EVENT MAY 29, 2016 (RAINDATE JUNE 12, 2016)

WHEREAS, the Long Island Buick Club, c/o JoAnn S. Millard, 15 Arbor Ct., Bohemia, New York 11716 has requested permission to use Town of Hempstead Parking Field WA-9, Wantagh, New York for the purpose of holding a Special Event May 29, 2016 (Raindate June 12, 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 Buick Club, c/o JoAnn S. Millard, 15 Arbor Ct., Bohemia, New York 11716 to use Town of Hempstead Parking Field WA-9, Wantagh, New York to hold a Special Event May 29, 2016 (Raindate June 12, 2016); and

BE IT FURTHER

RESOLVED, that in conducting said activity, the Long Island Buick Club 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 # 2
Case # 20915

CASE NO.

RESOLUTION NO.

RESOLUTION RE: ACCEPTING CHRISTINE COCKAYNE,
WANPEG MENG AND JOSEPH FARIOLE AS AN ACTIVE
MEMBERS IN THE FRIENDSHIP ENGINE AND HOSE CO.
INC., MERRICK, NEW YORK.

ADOPTED:

offered the following resolution and
moved its adoption:

RESOLVED, that the action of FRIENDSHIP ENGINE AND
HOSE COMPANY INC., Merrick, New York in accepting CHRISTINE
COCKAYNE, residing at [REDACTED], Merrick, New
York 11566, WANPEG MENG [REDACTED], New
York 11566 and JOSEPH FARIOLE residing at [REDACTED]
Merrick, New York 11566 into the company rolls, as a
member, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 3

Case # 693

CONTRACT FOR
LIBRARY SERVICES

BETWEEN

THE BAY PARK LIBRARY FUNDING DISTRICT

AND

THE EAST ROCKAWAY PUBLIC LIBRARY

WHEREAS, Sections 255 and 256 of the Education Law provide that a public body may be created for the purpose of furnishing public library services by contracting for same; and

WHEREAS, pursuant to the provisions of Chapter 216 of the Laws of 1998 and the affirmative results of the special election held pursuant to said Session Law, there now exists the Bay Park Library Funding District which is authorized to obtain library services for its district residents by contracting for same; and

WHEREAS, the East Rockaway public library is a public library registered with and chartered by the Board of Regents of the University of the State of New York and as such is legally eligible to provide public library services to library district residents on a contractual basis;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Parties

a. The party contracting for library services is the "Bay Park Library Funding District" which is hereinafter referred to as "The District." The District is an improvement district of the Town of Hempstead, which acts by and through the Town Board of the Town of Hempstead. The address for the District is c/o The Town Clerk, One Washington Street, Hempstead, New York 11550.

b. The party providing library services is the "East Rockaway Public Library" which is hereinafter referred to as "The Library." The Library is an independent, educational corporation of the State of New York, which acts by and through the Board of Trustees of the East Rockaway Public Library. The address for the library is c/o The Director, East Rockaway Public Library, 477 Atlantic Avenue, East Rockaway, New York 11518.

2. District Boundaries

The boundaries of the District are set forth in the attached Exhibit A, legal description and are as amended by Chapter 184 Section 1 Laws of 1999.

The District boundaries are intended as being coterminous with the Nassau County Election Districts known as Assembly District No. 20, Election Districts No. 25 and No. 36 as existed on the date of the creation of the district and as subsequently amended by Chapter 184 of the Laws of 1999. The amendments to the district's boundaries are meant to include any portion of a tax lot which lies both within the Incorporated Village of Hewlett Harbor and also on the Bay Park peninsula and to exclude any portion of any tax lot, which lies within both the Unincorporated Hamlet of Bay Park and the Incorporated Village of East Rockaway. Copies of the Election Districts boundary maps are attached hereto as Exhibit B.

3. Scope of Contract Library Services

The District hereby contracts for, and The Library hereby agrees to provide, library services to district residents. Library services for district residents means

that district residents are entitled to the full and unlimited access to and the use of the East Rockaway Public Library as if district residents were residents of the Incorporated Village of East Rockaway. Library services for district residents shall also include unrestricted access and use of all Nassau Library System services including inter-library loan all to the extent that such services are presently available to or may become available to village residents. If District residents are denied full access to Nassau Library System services, the District may seek to amend, terminate, or terminate and replace this contract as provided for by paragraph 8 herein.

4. Library Cards

Upon completion of the library's standard application form for membership, the library shall issue district residents its regular library card, which is identical in every respect to those cards issued to village residents.

However, the cards for district residents may have endorsed thereon an expiration date or renewal date which coincides with the expiration date of the contract funding such services.

5. Term

This contract is for a term of four (4) years commencing on January 1, 2016 and ending on December 31, 2019.

6. Consideration

In consideration of the library services provided by the library, the District shall make annual payments to the library in the amounts and at the times specified in Paragraph 7. The 2016 annual consideration shall be increased by a 0% cumulative cost of living adjustment for year two of the contract and a 1% cumulative cost of living adjustment for year three and year four of the contract as specified in Paragraph 7. The consideration shall be paid in two installments. The first installment shall be due and payable on April 1st for services between January 1st and June 30th and the second installment shall be due and payable on October 1st for services between July 1st and December 31st. Payment shall be made directly to the Village Clerk-Treasurer of the Village of East Rockaway in his or her capacity as Treasurer of the Library.

7. Payments

a) In 2016, the District shall pay the Library \$214,567.50

as follows:

April 1, 2016	-	\$107,283.75
---------------	---	--------------

October 1, 2016	-	\$107,283.75
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b) In 2017, the District shall pay the Library \$214,567.50

as follows:

April 1, 2017	-	\$107,283.75
---------------	---	--------------

October 1, 2017	-	\$107,283.75
-----------------	---	--------------

c) In 2018, the District shall pay the Library \$216,713.18

as follows:

April 1, 2018	-	\$108,356.59
---------------	---	--------------

October 1, 2018	-	\$108,356.59
-----------------	---	--------------

d) In 2019, the District shall pay the Library \$218,880.31

as follows:

April 1, 2019	-	\$109,440.16
---------------	---	--------------

October 1, 2019	-	\$109,440.15
-----------------	---	--------------

8. Amendment and Termination

This contract may be amended, terminated, or terminated and replaced as provided for by Chapter 216 of the Laws of 1998 and Chapter 184 of the Laws of 1999.

In the event the contract is terminated, payment for services or a refund of pre-paid services shall be made on a pro-rated basis as of the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.



East Rockaway Public Library
by **President**
Library Board of Trustees

Approved as to form **CONTENT**
Charles O. Heine
Senior Deputy Town Attorney
Dated **4/23 2016**

Bay Park Library Funding District
by **Anthony J. Santino**
Supervisor, Town of Hempstead


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

On this day of , 2016, before me personally came ANTHONY J. SANTINO, to me known, who being by me duly sworn, did depose and say that he resides at East Rockaway, New York; that he is the Supervisor of the Town of Hempstead, 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 Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this 14th day of April , 2016, before me personally came Craig A. Mollo , to me known, who being by me duly sworn did depose and say that (s)he is the , 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
01B16241264
County of Nassau
Expires 5/16/2019
8

EXHIBIT A

Legal Description

BEGINNING at a point on the northwest limits of Bay Park; said point also being the westerly mean high water line of Thixton Creek and the division line between the Incorporated Village of East Rockaway and Bay Park; running thence southeasterly and northwesterly along said division line to a point; said point being the mean high water line of East Rockaway Channel; running thence along the aforementioned high water line of East Rockaway Channel, easterly, southerly and westerly to a point; said point being the intersection of the mean high water lines of East Rockaway Channel and Swift Creek; running thence westerly along the northerly mean high water line of Swift Creek to a point; said point being the intersection of the mean high water lines of Swift Creek and Hewlett Bay; running thence northerly, westerly and southerly along the mean high water line of Hewlett Bay to a point; said point being the intersection of Hewlett Bay mean high water line and the division line between Bay Park and the Incorporated Village of Hewlett Harbor; running thence northerly and easterly along said division line to a point; said point being along the westerly prolongation of the abandoned southerly right-of-way line of Thixton Avenue; running thence westerly along the aforementioned prolongation to a point; said point being the westerly mean high water line of Thixton Creek and the intersecting division lines of the Incorporated Village of Hewlett Harbor, the Incorporated Village of East Rockaway and the westerly limits of Bay Park; running thence northerly and easterly along said division line and westerly limits to a point; said point being the north westerly limits of Bay Park and the point or place of BEGINNING.

Including within the district that portion of any tax lot (parcel) which lies within both the unincorporated hamlet of Bay Park and the Incorporated Village of Hewlett Harbor which is within the unincorporated hamlet of Bay Park; and

Excepting from the district that portion of any tax lot (parcel) which lies within both the unincorporated hamlet of Bay Park and the Incorporated Village of East Rockaway.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO
EXECUTE A CONTRACT FOR LIBRARY SERVICES ON
BEHALF OF THE NORTH LYNBROOK LIBRARY
FUNDING DISTRICT WITH THE MALVERNE PUBLIC
LIBRARY.

WHEREAS pursuant to the provisions of Chapter 380 of
the Laws of 2002, Chapter 214 of the Laws of 2003, and the
affirmative results of the special election held pursuant
to said Session Laws, there now exists the North Lynbrook
Library Funding District which is an improvement district
of the Town of Hempstead which is authorized to obtain
library services for its district residents by contracting
for same with a library chartered by the Board of Regents
of the University of the State of New York; and

WHEREAS, pursuant to the results of a special election
held on September 3, 2015 pursuant to Resolution No. 988-
2015 adopted on August 4, 2015 and as required by its
enabling legislation, the district's residents approved a
proposed contract for the library services with the
Malverne Public Library, 61 St. Thomas Place, Malverne, New
York a public library chartered by the Board of Regents of
the University of the State of New York for a three year
term commencing January 1, 2016 and terminating on December
31, 2018 at a first year annual sum of \$49,882.76 which is
subject to a cost of living adjustment for the third year
of the contract as provided for in the contract and

WHEREAS, it is in the public interest for the district
to execute the above describe contract;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is
authorized to execute on behalf of the North Lynbrook
Library Funding District a contract for library services
with the Malverne Public Library for the years 2016, 2017,
and 2018 at an annual cost of \$49,882.76 as adjusted as
provided for in said contract and such sums shall be an
expense of the district.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item # 5
Case # 26987

CONTRACT FOR

LIBRARY SERVICES

BETWEEN

THE NORTH LYNBROOK LIBRARY FUNDING DISTRICT

AND

THE MALVERNE PUBLIC LIBRARY

WHEREAS, Sections 255 and 256 of the Education Law provide that a public body may be created for the purpose of furnishing public library services by contracting for same; and

WHEREAS, pursuant to the provisions of Chapter 380 of the Laws of 2002, Chapter 214 of the Laws of 2003, and the affirmative results of the special election held pursuant to said Session Laws, there now exists the North Lynbrook Library Funding District which is authorized to obtain library services for its district residents by contracting for same; and

WHEREAS, the Malverne Public Library is a public library registered with and chartered by the Board of Regents of the University of the State of New York and as such is legally eligible to provide public library services to library district residents on a contractual basis;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Parties

a. The party contracting for library services is the "North Lynbrook Library Funding District" which is hereinafter referred to as "The District." The District is an improvement district of the Town of Hempstead, which acts by and through the Town Board of the Town of Hempstead. The address for the District is c/o The Town Clerk, One Washington Street, Hempstead, New York 11550.

b. The party providing library services is the "Malverne Public Library", a village library, which is hereinafter referred to as "The Library." The Library is an independent, educational corporation of the State of New York, which acts by and through the Board of Trustees of the Malverne Public Library. The address for the library is c/o The Director, Malverne Public Library, 61 St. Thomas Place, Malverne, New York.

2. District Boundaries

The boundaries of the District are set forth in the attached Exhibit A, the legal description which is the text from Chapter 214 §1.d of the Laws of 2003.

3. Scope of Contract Library Services

The District hereby contracts for, and The Library hereby agrees to provide, library services to district residents. Library services for district residents means that district residents are entitled to the full and unlimited access to and the use of the Malverne Public Library as if district residents were residents of the Incorporated Village of Malverne. Library services for district residents shall also include unrestricted access to and use of all Nassau Library System services including inter-library loan all to the extent that such services are presently or hereafter available to village residents. If District residents are denied full access to Nassau Library System services, the District may seek to amend or terminate this contract as provided for by paragraph 7 herein.

4. Library Cards

Upon completion of the library's standard application form for membership, the library shall issue district residents its regular library card which is identical in every respect to those cards issued to village residents.

However, the cards for district residents may have endorsed thereon an expiration date or renewal date, which

coincides with the expiration date of the contract funding such services.

5. Term

This contract is for a three (3) year term commencing January 1, 2016 and terminating December 31, 2018.

6. Consideration

The District shall pay the Library the annual sum of \$49,882.76 together with a % cost of living adjustment in year three of the contract. There is no adjustment in the second year of the contract. The first installment for each year shall be due and payable on April 1st for services between January 1st and June 30th and the second installment for each year shall be due and payable on October 1st for services between July 1st and December 31st. Payment shall be made directly to the Malverne Public Library.

The exact amounts and dates of payments due pursuant to this contract are as hereinafter set forth:

a) 2016 - Year 1

Total Amount	\$49,882.76
1 st ½ due April 1	\$24,941.38

	2 nd ½ due October 1	\$24,941.38
b)	2017 - Year 2	
	Base Amount	\$49,882.76
	NO COLA	-0-
	Total Amount	\$49,882.76
	1 st ½ due April 1	\$24,941.38
	2 nd ½ due October 1	\$24,941.38
c)	2018 - Year 3	
	Base Amount	\$49,882.76
	1% COLA	\$ 498.83
	Total Amount	\$50,381.59
	1 st ½ due April 1	\$25,190.80
	2 nd ½ due October 1	\$25,190.79

7. Amendment and Termination

This contract may be amended or terminated only upon approval by a vote of the majority of the qualified voters voting in a special election as provided for in the district's enabling legislation.

In the event the contract is terminated, payment for services or a refund of pre-paid services shall be made on a pro-rated basis as of the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have executed
this agreement.

North Lynbrook Library
Funding District
by Anthony J. Santino
Supervisor, Town of Hempstead

Rita M. Cheachire

Malverne Public Library
by President
Library Board of Trustees

Dated: _____, 2016
Hempstead, New York

Approved as to form & CONTENT

Charles O. Heine

Senior Deputy Town Attorney

Dated 4/23/16

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

On this _____ day of _____, 2016, before me personally came ANTHONY J. SANTINO to me known, who being by me duly sworn, did depose and say that he resides in _____, New York; that she is the Supervisor of the Town of Hempstead, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that she signed her name thereto by like order.

Notary Public

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

On this 19th day of APRIL, 2016, before me personally came RITA M. CHVACHIERE, to me known, who being by me duly sworn did depose and say that he is the PRESIDENT, LIBRARY BOARD, 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 or Trustees of said corporation, and that he signed his name thereto by like order.

ROSE MILLER
Notary Public, State of New York
No. 01M16035342
Qualified in Nassau County
Commission Expires 9/22/2019

Rose Miller

Notary Public

pts and open space preservation
comprehensive plan and zoning

7-703-a to read as follows:

as part of its zoning local law,
ping of planned unit development
ions are intended to provide for
ix thereof, in which economies of
en space preservation may be
nsive plan and zoning local law,
alendar year next succeeding the

UNDS

12

to establishing four separate and
orth Valley Stream library funding
ict', the 'North Malverne library
istrict', in the town of Hempstead,
icts

rate and Assembly, do enact as

30 of the laws of 2002 relating to
g districts, to be known as the
Franklin Square library funding
ad the "North Lynbrook library
assau, are amended to read as

ich shall include all the territory
orth Valley Stream bounded on
hern State Parkway only for the
incorporated village of Malverne
the area north of the Southern
d villages of Valley Stream and
s and that portion of Union Free
ibed as follows:

ch marks the northern limits of
nning thence easterly along the
rsects with the boundary line of
ly along said village line to the
y line to the point of beginning;

out; vetoes by shading

All the territory within the unincorporated hamlet of North Valley Stream and that portion of Union Free School District Number 13 Valley Stream bounded and described as follows:

BEGINNING at a point at or near the intersection of Lyon Street and Blossom Row which is the westerly and southerly limits of Union Free School District Number 13 Valley Stream running thence northerly and easterly along the boundary line of said school district number 13 and Union Free School District Number 16 Elmont and Number 17 Franklin Square to the center line of Franklin Avenue; thence southerly along the center line of Franklin Avenue to a point on the southerly right of way of the Southern State Parkway, then easterly along the southerly right of way of said parkway to the line of the incorporated village of Malverne; thence southerly along said village line to the line of the incorporated village of Valley Stream said village line also being the southerly limit of Union Free School District Number 13; thence westerly along said school district line to a point which is the intersection of the boundary lines of said school districts number 13 and 16 or the point of BEGINNING;

b. the "East Franklin Square library funding district" which shall include all the territory included within the ~~West Hempstead union free school district number 13~~ bounded on the south by the Southern State Parkway; bounded on the west by Franklin Avenue; bounded on the north by the boundary line of the Franklin Square union free school district number 17; and bounded on the east by Dogwood Avenue ~~West Hempstead union free school district number 13 boundary line~~ the unincorporated hamlet of Franklin Square and that portion of Union Free School District Number 13 Valley Stream bounded and described as follows:

BEGINNING at point on the center line of Franklin Avenue which is on the dividing line between Union Free School District Number 13 Valley Stream and Union Free School District Number 17 Franklin Square and running thence easterly along the boundary line between said school districts to the center line of Dogwood Avenue; thence southerly along the center line of Dogwood Avenue which is the division line between said school districts number 13, 17, and Union Free School District Number 27 West Hempstead to a point on Cornwell Avenue which marks the westerly limits of said school district number 27 and the division line between school district number 27 and Union Free School District Number 12 Malverne and then southerly along the center of Cornwell Avenue which marks the division between said school districts number 12 and 13 where it intersects with the boundary line of the incorporated village of Malverne; thence westerly along the division line between said school districts number 12 and 13 to the boundary line of the incorporated village of Malverne, then northerly along the center line of the Nassau County Drain to a point on the northerly right of way of the Southern State Parkway and said drain, and then westerly along said northerly right of way to the center line of Franklin Avenue; and thence northerly along the center line of Franklin Avenue to the point of BEGINNING;

c. the "North Malverne library funding district" which shall include all the territory included within the town of Hempstead bounded on the north by the boundary line of the ~~West Hempstead union free school district number 13~~, bounded on the west by the incorporated village of Malverne, bounded on the east by the boundary line of the ~~West Hempstead union free school district number 13~~, and bounded on the south by the incorporated village of Malverne the unincorporated hamlet of North Malverne and that portion of Union Free School District Number 12 Malverne bounded and described as follows:

BEGINNING at a point at or near Dogwood Avenue which is the inter section of the line of the incorporated village of Malverne with the southerly right of way of the Southern State Parkway running thence easterly along said southerly right of way to the center line of Hempstead Avenue; thence southerly along the center line of Hempstead Avenue said avenue intended as being the Malverne village line to the inter section of the center line of Ocean Avenue; thence westerly along the center line of Hempstead Avenue said avenue intended as being the Malverne village line to the center line of Dogwood Avenue; thence northerly along the center line of Dogwood Avenue said avenue intended as being the Malverne village line to the point of BEGINNING; and

d. the "North Lynbrook library funding district" which shall include all the territory included within the town of Hempstead bounded on the east by the incorporated village of

Malverne, bounded on the south by the incorporated village of Lynbrook, bounded on the west by the incorporated village of Lynbrook, and bounded on the north by the incorporated village of Malverne the unincorporated hamlet of North Lynbrook and that portion of Union Free School District Number 12 Malverne bounded and described as follows:

BEGINNING at point at or near the Long Island Rail Road West Hempstead Branch right of way which is the intersection of the boundary lines of the incorporated Village of Lynbrook and the incorporated Village of Malverne running thence easterly along said Malverne village line to a point on Franklin Avenue which is the Malverne village line; thence southerly along the Malverne village line to a point where it intersects with the Lynbrook village line, then southerly along the Lynbrook village line, then southerly along the Lynbrook village line to westerly side of Franklin Avenue; thence northerly on said Franklin Avenue along the Lynbrook village line to a point on the north side of Hendrickson Avenue which is the Lynbrook village line then westerly along the Lynbrook village line along Henderickson Avenue to a point where the Lynbrook village line ends between Kensington Street and Stuart Street; and thence northerly along the Lynbrook village line to the point of BEGINNING.

§ 2. This act shall take effect immediately and shall be deemed to have been in full force and effect on and after August 13, 2002.

EDUCATION—GARRISON UNION FREE SCHOOL DISTRICT—TRANSPORTATION

CHAPTER 215

S. 2998-A

Approved and effective July 29, 2003

AN ACT to authorize approval of certain transportation contracts of the Garrison union free school district

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. All the acts done and proceedings heretofore had and taken or caused to be had and taken by the Garrison union free school district and by all officers, employees or agents of such school district relating to or in connection with certain transportation contracts of the 2001-2002 school year with various contractors, and all acts incidental thereto are hereby legalized, validated, ratified and confirmed, notwithstanding the failure to comply with the contract award, approval, and filing provisions of the education law, the general municipal law or any other law or any other statutory authority, rule or regulation, other than those filing provisions defined in paragraph a of subdivision 5 of section 3604 of the education law, in relation to any omission, error, defect, irregularity or illegality in such proceeding had and taken.

§ 2. The education department is hereby directed to consider the aforementioned contracts for transportation aid valid and proper obligations of the Garrison union free school district.

§ 3. This act shall take effect immediately.

EXECUTIVE—(B.

App

AN ACT to amend the executive law relating to employees employed by Green Thumb Env

The People of the State of New York do enact as follows:

§ 1. Section 163-a of the executive law is amended to read as follows:

§ 163-a. Contracts with Green

Each state department, agency or governmental functions for the purpose of working with Green Thumb Environment is organized for the purpose of providing services to persons twenty years of age or older whose annual income is less than one hundred and twenty dollars per month. Beginning January first, the limits contained in this section shall be adjusted to reflect the allowable security cost of living percentage for each category. The commission shall name the organization, the nature of such services rendered, nature of such services with verified or certified voucher and other conditions upon the use thereof.

§ 2. This act shall take effect immediately.

WIRELESS COMMUNICATIONS

Approved Ju

AN ACT to amend the county law relating to surcharges in the county of Westchester

The People of the State of New York do enact as follows:

§ 1. The county law is amended to read as follows:

CASE NO.

RESOLUTION NO.

Adoption:

offered the following resolution
and moved its adoption.

RESOLUTION AUTHORIZING THE SUPERVISOR
TO EXECUTE A CONTRACT FOR LIBRARY
SERVICES ON BEHALF OF THE NORTH
MALVERNE LIBRARY FUNDING DISTRICT
WITH THE MALVERNE PUBLIC LIBRARY.

WHEREAS, pursuant to the provisions of Chapter 380 of the Law of 2002, Chapter 214 of the Laws of 2003, and the affirmative results of the special election held pursuant to said Session Laws, there now exists the North Malverne Library Funding District which is an improvement district of the Town of Hempstead which is authorized to obtain library services for its district residents by contracting for same with a library chartered by the Board of Regents of the University of the State of New York; and

WHEREAS, pursuant to the results of a special election held on September 3, 2015 pursuant to Resolution No. 989-2015 adopted on August 4, 2015, and as required by its enabling legislation, the district's residents approved a proposed contract for library services with the Malverne Public Library, 61 St. Thomas Place, Malverne, New York a public library chartered by the Board of Regents of the University of the State of New York for a three year term commencing January 1, 2016 and terminating on December 31, 2018 at a first year annual sum of \$21,717.16 which is subject to a cost of living adjustment as provided for in the contract for the third year of the contract; and

WHEREAS, it is in the public interest for the district to execute the above described contract.

NOW, THEREFORE BE IT,

RESOLVED, that the Supervisor be and he hereby is authorized to execute a contract on behalf of the North Malverne Funding District for library services with the Malverne Public Library for the years 2016, 2017 and 2018 at an annual cost of \$21,717.16 as adjusted as provided for in said contract and such sums shall be an expense of the district.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 6
Case # 26986

CONTRACT FOR
LIBRARY SERVICES

BETWEEN

THE NORTH MALVERNE LIBRARY FUNDING DISTRICT

AND

THE MALVERNE PUBLIC LIBRARY

WHEREAS, Sections 255 and 256 of the Education Law provide that a public body may be created for the purpose of furnishing public library services by contracting for same; and

WHEREAS, pursuant to the provisions of Chapter 380 of the Laws of 2002, Chapter 214 of the Laws of 2003, and the affirmative results of the special election held pursuant to said Session Laws, there now exists the North Malverne Library Funding District which is authorized to obtain library services for its district residents by contracting for same; and

WHEREAS, the Malverne Public Library is a public library registered with and chartered by the Board of Regents of the University of the State of New York and as such is legally eligible to provide public library services to library district residents on a contractual basis;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Parties

a. The party contracting for library services is the "North Malverne Library Funding District" which is hereinafter referred to as "The District." The District is an improvement district of the Town of Hempstead, which acts by and through the Town Board of the Town of Hempstead. The address for the District is c/o The Town Clerk, One Washington Street, Hempstead, New York 11550.

b. The party providing library services is the "Malverne Public Library", a village library, which is hereinafter referred to as "The Library." The Library is an independent, educational corporation of the State of New York, which acts by and through the Board of Trustees of the Malverne Public Library. The address for the library is c/o The Director, Malverne Public Library, 61 St. Thomas Place, Malverne, New York.

2. District Boundaries

The boundaries of the District are set forth in the attached Exhibit A, the legal description which is the text from Chapter 214 §1.c of the Laws of 2003.

3. Scope of Contract Library Services

The District hereby contracts for, and The Library hereby agrees to provide, library services to district residents. Library services for district residents means that district residents are entitled to the full and unlimited access to and the use of the Malverne Public Library as if district residents were residents of the Incorporated Village of Malverne. Library services for district residents shall also include unrestricted access to and use of all Nassau Library System services including inter-library loan all to the extent that such services are presently or hereafter available to village residents. If District residents are denied full access to Nassau Library System services, the District may seek to amend or terminate this contract as provided for by paragraph 8 herein.

4. Library Cards

Upon completion of the library's standard application form for membership, the library shall issue district residents its regular library card which is identical in every respect to those cards issued to village residents.

However, the cards for district residents may have endorsed thereon an expiration date or renewal date, which

coincides with the expiration date of the contract funding such services.

5. Term

This contract is for a three (3) year term commencing January 1, 2016 and terminating December 31, 2018.

6. Consideration

The District shall pay to the Library the annual sum of \$21,717.16 together with a 1% cost of living adjustment for the third year of the contract. There is no adjustment in the second year of the contract.

There will be no cost of living adjustment in the second year of the contract. The first installment for each year shall be due and payable on April 1st for services between January 1st and June 30th and the second installment for each year shall be due and payable on October 1st for services between July 1st and December 31st. Payment shall be made directly to the Malverne Public Library.

The exact amounts and dates of payments due pursuant to this contract are as hereinafter set forth:

a) 2016 - Year 1

Total Amount	\$21,717.16
1 st half due April 1	\$10,858.58

2 nd half due October 1	\$10,858.58
b) 2017 - Year 2	
Base Amount	\$21,717.16
No COLA	- 0 -
Total Amount	\$21,717.16
1 st half due April 1	\$10,858.58
2 nd half due October 1	\$10,858.58
c) 2018 - Year 3	
Base Amount	\$21,717.16
1% COLA	\$ 217.17
Total Amount	\$21,934.33
1 st half due April 1	\$10,967.17
2 nd half due October 1	\$10,967.16

7. Amendment and Termination

This contract may be amended or terminated only upon approval by a vote of the majority of the qualified voters voting in a special election as provided for in the district's enabling legislation.

In the event the contract is terminated, payment for services or a refund of pre-paid services shall be made on

a pro-rated basis as of the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

North Malverne Library
Funding District
by Anthony J. Santino
Supervisor, Town of Hempstead

Rita M. Chaskeire

Malverne Public Library
by President
Library Board of Trustees

Dated: _____, 2016
Hempstead, New York

Approved as to form ⁺CONSENT
Charles O. Heine
Senior Deputy Town Attorney
Dated 4/23/16

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

On this day of , 2016 , before me personally came ANTHONY J. SANTINO to me known, who being by me duly sworn, did depose and say that he resides at East Rockaway, New York; that he is the Supervisor of the Town of Hempstead, 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 Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this *19th* day of *APRIL* , 2016 , before me personally came *RITA M. CHACHERE*, to me known, who being by me duly sworn did depose and say that (s)he is the *PRESIDENT LIBRARY BOARD* , 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 or Trustees said corporation, and that he signed his name thereto by like order.

ROSE MILLER
Notary Public, State of New York
No. 01 M16098942
Qualified in Nassau County
Commission Expires 9/22/20*19*

Ron Miller

Notary Public

and open space preservation comprehensive plan and zoning

703-a to read as follows:

part of its zoning local laws of planned unit development are intended to provide for space preservation may be

VDS

establishing four separate and Valley Stream library funding, the 'North Malverne library

and Assembly, do enact as

the laws of 2002 relating to districts, to be known as the Franklin Square library funding

shall include all the territory of Valley Stream bounded

incorporated village of Malverne area north of the Southern Parkway and that portion of Union

marks the northern limits of thence easterly along the boundary line of said village line to the point of beginning

vetoes by shading

All the territory within the unincorporated hamlet of North Valley Stream and that portion of Union Free School District Number 13 Valley Stream bounded and described as follows:

BEGINNING at a point at or near the intersection of Lyon Street and Blossom Row which runs thence westerly and southerly limits of Union Free School District Number 13 Valley Stream running thence northerly and easterly along the boundary line of said school district number 13 and Union Free School District Number 16 Elmont and Number 17 Franklin Square to the center line of Franklin Avenue; thence southerly along the center line of Franklin Avenue to a point on the southerly right of way of the Southern State Parkway, then easterly along the southerly right of way of said parkway to the line of the incorporated village of Malverne; thence southerly along said village line to the line of the incorporated village of Valley Stream said village line also being the southerly limit of Union Free School District Number 13; thence westerly along said school district line to a point which is the intersection of the boundary lines of said school districts number 13 and 16 or the point of BEGINNING;

the "East Franklin Square library funding district" which shall include all the territory included within the West Hempstead union free school district number 13 bounded on the south by the Southern State Parkway; bounded on the west by Franklin Avenue; bounded on the north by the boundary line of the Franklin Square union free school district number 17; and bounded on the east by Dogwood Avenue West Hempstead union free school district number 13 boundary line the unincorporated hamlet of Franklin Square and that portion of Union Free School District Number 13 Valley Stream bounded and described as follows:

BEGINNING at point on the center line of Franklin Avenue which is on the dividing line between Union Free School District Number 13 Valley Stream and Union Free School District Number 17 Franklin Square and running thence easterly along the boundary line between said school districts to the center line of Dogwood Avenue; thence southerly along the center line of Dogwood Avenue which is the division line between said school districts number 13, 17, and Union Free School District Number 27 West Hempstead to a point on Cornwell Avenue which marks the westerly limits of said school district number 27 and the division line between school district number 27 and Union Free School District Number 12 Malverne and then southerly along the center of Cornwell Avenue which marks the division between said school districts number 12 and 13 where it intersects with the boundary line of the incorporated village of Malverne; thence westerly along the division line between said school districts number 12 and 13 to the boundary line of the incorporated village of Malverne, then northerly along the center line of the Nassau County Drain to a point on the northerly right of way of the Southern State Parkway and said drain, and then westerly along said northerly right of way to the center line of Franklin Avenue; and thence northerly along the center line of Franklin Avenue to the point of BEGINNING;

the "North Malverne library funding district" which shall include all the territory included within the town of Hempstead bounded on the north by the boundary line of the incorporated village of Malverne, bounded on the east by the boundary line of the West Hempstead union free school district number 13, and bounded on the south by the incorporated village of Malverne the unincorporated hamlet of North Malverne and that portion of Union Free School District Number 12 Malverne bounded and described as follows:

BEGINNING at a point at or near Dogwood Avenue which is the inter section of the line of the incorporated village of Malverne with the southerly right of way of the Southern State Parkway running thence easterly along said southerly right of way to the center line of Hempstead Avenue; thence southerly along the center line of Hempstead Avenue said avenue intended as being the Malverne village line to the inter section of the center line of Ocean Avenue; thence westerly along the center line of Hempstead Avenue said avenue intended as being the Malverne village line to the center line of Dogwood Avenue; thence northerly along the center line of Dogwood Avenue said avenue intended as being the Malverne village line to the point of BEGINNING; and

the "North Lynbrook library funding district" which shall include all the territory included within the town of Hempstead bounded on the east by the incorporated village of

CASE NO.

RESOLUTION NO.

Adopted: offered the following resolution and moved its adoption:

RESOLUTION AMENDING CONTRACT AND AUTHORIZING FINAL PAYMENT TO WOODSTOCK CONSTRUCTION GROUP, LTD. FOR WORK REQUIRED IN THE COMPLETION OF THE CONTRACT FOR BULKHEAD RECONSTRUCTION, MERRICK CANAL / MERRICK CREEK AT ELLIOT STREET, MERRICK, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 41-14

WHEREAS, Woodstock Construction Group Ltd., 350 Lexington Avenue, Oyster Bay, New York, 11771, had been awarded a contract for the Bulkhead Reconstruction Merrick Canal / Merrick Creek, at Elliot Street, Merrick, Town Of Hempstead; and

WHEREAS, it was determined during the course of construction that increases and decreases in quantities of certain contract items and one (1) change order were necessary to satisfactorily complete the contract; and

WHEREAS, it was necessary for the Commissioner of Engineering to order the Contractor to effectuate such decreases and increases in certain of the contract items and one (1) change order, at the unit or lump sum prices as noted as follows:

INCREASES IN CERTAIN CONTRACT ITEMS

<u>Item #</u>	<u>Quantity</u>		<u>Unit Price</u>
4SS	14.75 LF	Remove Existing Pipe @.....	25.00 / LF
26C	13 LF	Cement Concrete Curb @.....	20.00 / LF
28X	58.60 SF	Cement Concrete Driveway Aprons @....	12.00 / SF
36E	8.77 Tons	Asphalt Concrete Type 1AC @.....	200.00 / Tons
36SS	166 SF	Asphalt Driveways Type 1AC @.....	15.00 / SF
58SS-1	3 LF	Saw Cut Existing Concrete @.....	3.00 / LF
200SS-2	32.40 SY	Restoration (Topsoil & Sod) @.....	10.00 / SY

DECREASES IN CERTAIN CONTRACT ITEMS

12GX	2 LF	Relaying Pipe @.....	50.00 / LF
12PHDPE- WT-15	1 LF	15" H.D. Poly Drain Pipe @.....	30.00 / LF
22CX-M-2	17.57 Ton	Dense Graded Base Course Asph. @.....	20.00 / Ton
26SS	16 SF	Concrete Curb & Gutter @.....	20.00 / SF

CHANGE ORDER

Change Order -- Asphalt driveway restoration at 2059 Elliot Street, Merrick, lump sum amount of \$8,500.00.

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

WHEREAS, the Commissioner of Engineering has advised the Town Board that the increases in certain contract items and, less the decreases in certain contract items and one (1) change order will result in an increase of \$13,607.55 in the contract price of the improvement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to pay Woodstock Construction Group Ltd. the total amended contract price of \$154,052.55 and to amend the contract to reflect the above described increases and decreases in certain contract items and one (1) change order necessary for the proper completion of, Bulkhead Reconstruction, Merrick Canal / Merrick Creek at Elliot Street, Merrick, Town

Item # 7
Case # 117850

of Hempstead, which monies is to be paid out of Town Highway Capital Improvement funds Account # 9546-503-9546-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE RETENTION OF THE
TASA GROUP, INC. TO PROVIDE EXPERT FIRE INVESTIGATION
SERVICES TO THE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, the Department of Parks and Recreation previously purchased a new 2013 Ford F-650 Truck (VIN: 3FRNF6FA7DV756738) at a cost of \$102,895.00; and

WHEREAS, the subject vehicle was substantially destroyed as a result of a self-igniting fire that occurred on or about August 11, 2015, while being driven by a Town employee in the ordinary course of business; and

WHEREAS, the Town of Hempstead filed a written claim with the Ford Motor Company on or about October 9, 2015 seeking to recover monetary compensation from Ford as a result of the self-igniting fire; and

WHEREAS, following Ford's inspection of the truck in December 2015, Ford denied the Town claim asserting its technical review did not support that the fire was caused by a manufacturer's defect; and

WHEREAS, after consultation with the Town Attorney's office, the Department of Park and Recreation recommends to this Town Board that it would be in the best interest of the Town to retain the services of The Tasa Group, Inc. to provide an expert in fire investigation to independently examine the destroyed F-650 truck in order to ascertain the precise cause of the fire; and

WHEREAS, the initial cost to retain The Tasa Group, Inc. will consist of a one-time administrative fee of \$175.00 and an hourly expert investigation rate of \$295.00 plus expenses;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to retain The Tasa Group, Inc. to provide expert fire investigation services in an amount not to exceed \$6,000.00, said amount to be paid from the following account: Fees and Services #400-007-7110-4151

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8
Case # 29466

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH BELMONT CHILD CARE ASSOCIATION, INC. FOR A GRANT FOR SERVICES TO YOUTH IN THE UNINCORPORATED AREA OF ELMONT, NEW YORK.

WHEREAS, BELMONT CHILD CARE ASSOCIATION, INC. having a principal office at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York, has for a number of years conducted a variety of programs that benefit the youth of the Elmont area; and

WHEREAS, BELMONT CHILD CARE ASSOCIATION, INC. is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year January 1, 2016 through December 31, 2016, in the unincorporated community of Elmont; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to enter into a contract between the Town of Hempstead and BELMONT CHILD CARE ASSOCIATION, INC., providing for a grant not to exceed the amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS to be used in its 2016 youth program;

BE IT FURTHER RESOLVED, that the Town pay to BELMONT CHILD CARE ASSOCIATION, INC. in the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS, which shall be charged against the appropriate Community Development Block Grant account upon submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 9
Case # 13584

CONTRACT FOR PROFESSIONAL SERVICES

By and Between

TOWN OF HEMPSTEAD

And

BELMONT CHILD CARE ASSOCIATION, INC.

AGREEMENT made the _____ day of _____, 2016, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Belmont Child Care Association, Inc. (hereinafter "Belmont"), a not-for-profit organization having its principal office at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York 11003.

WITNESSETH THAT:

WHEREAS, Belmont has conducted basic community services and programs for the benefit of youth in the unincorporated area of Elmont; and

WHEREAS, Belmont has requested the Town to provide a grant of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS to assist in the operation of its 2016 program; and

WHEREAS, the Town Board deeming it to be in the public interest to grant such request has authorized the Supervisor to enter into a contract between the Town and Belmont,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Belmont agrees to continue its operations located at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York 11003, during the term of this agreement.
2. Belmont agrees to continue its basic community services and other programs for youth in the unincorporated area of Elmont.
3. Belmont agrees that such youth programs will be supervised and directed by competent adult personnel.
4. Belmont agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. Belmont agrees not to assign, transfer or hypothecate this agreement or any interest therein, in whole or in part, by agreement or novation.
6. Belmont agrees that at all times, it shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Belmont shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. Belmont agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of Belmont resulting from its operation, use and maintenance of the facilities at Belmont. In addition, Belmont agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, to obtain policies of insurance insuring Belmont and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage to the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered to the Town by Belmont simultaneously with the execution of this agreement.

8. Belmont agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. Belmont shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

9. Belmont agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

10. Belmont agrees that in performance of its services it will comply with provisions of the Labor Law and Workers Compensation Law of the State of New York if such may be applicable to its operations.

11. The Town agrees to pay Belmont for the services provided by this agreement the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS.

12. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by Belmont do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

13. The terms of this agreement shall commence January 1, 2016 and terminate on the 31st day of December, 2016.

IN WITNESS WHEREOF, the parties herein have signed this Agreement the day and year first written above.

TOWN OF HEMPSTEAD

by: _____
ANTHONY J. SANTINO
Supervisor

**BELMONT CHILD CARE
ASSOCIATION, INC.**

by: Joanne K Adams
JOANNE K. ADAMS
Executive Director

APPROVED
By [Signature] Date 4/18/16
[Signature] 4/8/16
KEVIN R. CONROY
TOWN COMPTROLLER

Doc. No. 16-015

APPROVED AS TO CONTENT
DATE 3/19/16
Katerina R. Bivoli
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved: Cheryl Petri
Cheryl Petri, Executive Assistant
Date: 4/18/16

APPROVED AS TO FORM
[Signature]
CHIEF DEPUTY, TOWN ATTORNEY
4/19/16

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

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

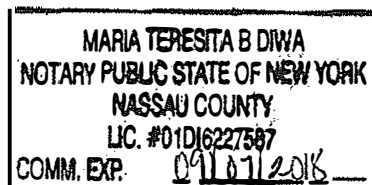
Notary Public

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

On this ^{29th} day of Feb, 2016, before me personally came Joanne K. Adams to me known, who being by me duly sworn did depose and say that she resides at Joanne Adams and she is the Executive Director of the Belmont Child Care Association, Inc., the corporation described in and which executed the foregoing instrument.



Notary Public



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH GATEWAY YOUTH OUTREACH INC., FOR A GRANT FOR SERVICES TO YOUTH IN THE UNINCORPORATED AREA OF ELMONT, NEW YORK.

WHEREAS, Gateway Youth Outreach Inc., having a principal office at 534 Elmont Road, Elmont, New York, has for a number of years conducted a variety of programs that benefit the youth of the Elmont area; and

WHEREAS, Gateway Youth Outreach Inc., is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year January 1, 2016 through December 31, 2016, in the unincorporated community of Elmont; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to enter into a contract between the Town of Hempstead and Gateway Youth Outreach Inc., providing for a grant not to exceed the amount of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS to be used in its 2016 youth program;

BE IT FURTHER RESOLVED, that the Town pay to Gateway Youth Outreach Inc., in the sum of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS, which shall be charged against the appropriate Community Development Block Grant account upon submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 9
Case # 13584

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
And

GATEWAY YOUTH OUTREACH, INC.

AGREEMENT made the _____ day of _____, 2016, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Gateway Youth Outreach, Inc., (hereinafter "Gateway"), a non-profit corporation having its principal office at 534 Elmont Road, Elmont, New York.

WITNESSETH THAT:

WHEREAS, Gateway has conducted basic community services and programs for the benefit of youth in the unincorporated area of Elmont; and

WHEREAS, Gateway has requested the Town to provide a grant of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS to assist in the operation of its 2016 season; and

WHEREAS, the Town Board deeming it to be in the public interest to grant such request has authorized the Supervisor to enter into a contract between the Town and Gateway;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Gateway agrees to continue its operations located at 534 Elmont Road, Elmont, New York, during the term of this agreement.

2. Gateway agrees to continue its basic community services and other programs for youth in the unincorporated area of Elmont.

3. Gateway agrees that such youth programs will be supervised and directed by competent adult personnel.

4. Gateway agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.

5. Gateway agrees not to assign, transfer or hypothecate this agreement or any interest therein, in whole or in part, by agreement or novation.

6. Gateway agrees that at all times, it shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Gateway shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.

7. Gateway agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of Gateway resulting from its operation, use and maintenance of the facilities at Gateway. In addition, Gateway agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, to obtain policies of insurance insuring Gateway and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage to the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered to the Town by Gateway simultaneously with the execution of this agreement.

8. Gateway agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. Gateway shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

9. Gateway agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

10. Gateway agrees that in performance of its services it will comply with provisions of the Labor Law and Workers Compensation Law of the State of New York if such may be applicable to its operations.

11. The Town agrees to pay Gateway for the services provided by this agreement the sum of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.

12. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by Gateway do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

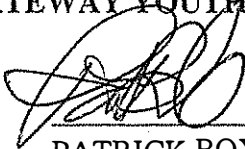
13. The terms of this agreement shall commence January 1, 2016 and terminate on the 31st day of December, 2016.


IN WITNESS WHEREOF, the parties herein have signed this Agreement the day and year first written above.


TOWN OF HEMPSTEAD


by: _____
ANTHONY J. SANTINO
Supervisor


GATEWAY YOUTH OUTREACH

by: 
PATRICK BOYLE, Executive Director

APPROVED
By  Date 4/8/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE 3/14/16

KATRINA R. BROWN
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved: 
Cheryl Petri, Executive Assistant
Date: 4/14/16

APPROVED AS TO FORM

DEPUTY TOWN ATTORNEY
4/14/16

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SUPERVISOR
TO ENTER INTO A CONTRACT WITH HISPANIC
BROTHERHOOD OF ROCKVILLE CENTRE, INC.
FOR A GRANT IN THE SUM OF \$30,000.00 FOR
SERVICES TO YOUTH IN THE AREA OF ROCKVILLE
CENTRE, NEW YORK.**

WHEREAS, Hispanic Brotherhood of Rockville Centre, Inc. having a principal office at 59 Clinton Avenue, Rockville Centre, New York, has since 1984 sponsored and operated programs that benefit the Latino youths in the Rockville Centre, Baldwin, Oceanside and Freeport areas; and

WHEREAS, the Hispanic Brotherhood of Rockville Centre, Inc., is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its after school tutorial program for Latino youths for January 1, 2016 through December 31, 2016, in the communities of Rockville Centre, Baldwin, Oceanside and Freeport areas; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to enter into a contract between the Town of Hempstead and the Hispanic Brotherhood of Rockville Centre, Inc., providing for a grant not to exceed the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS to be used in its 2016 Latino youth program, and that said amount be paid to the Hispanic Brotherhood of Rockville Centre, Inc. and charged against the appropriate Community Development Block Grant account upon the submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 9
Case #13584

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD

And

HISPANIC BROTHERHOOD OF ROCKVILLE CENTRE, INC.

AGREEMENT made the _____ day of _____, 2016, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Hispanic Brotherhood of Rockville Centre, Inc. (hereinafter "Brotherhood") a non-profit corporation having its principal office at 59 Clinton Avenue, Rockville Centre, New York.

WITNESSETH THAT:

WHEREAS, the Brotherhood has conducted basic community services and programs for the benefit of youth in the communities on the South Shore; and

WHEREAS, the Brotherhood has requested the Town to provide a grant of THIRTY THOUSAND (\$30,000.00) DOLLARS to assist in the operation of its 2016 season; and

WHEREAS, the Town Board deeming it to be in the public interest to grant such request has authorized the Supervisor to enter into a contract between the Town and the Brotherhood;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Brotherhood agrees to continue its operations located at 59 Clinton Avenue, Rockville Centre, New York, during the term of this agreement.
2. The Brotherhood agrees to continue its basic community services and other programs for youth in the area of Rockville Centre and other surrounding areas on the South Shore;
3. The Brotherhood agrees that such youth programs will be supervised and directed by competent adult personnel.
4. The Brotherhood agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. The Brotherhood agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
6. The Brotherhood agrees that it is, at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Brotherhood shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. The Brotherhood agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Brotherhood resulting from its operation, use and maintenance of the facilities of the Brotherhood. In addition, the Brotherhood agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Brotherhood and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered by the Brotherhood simultaneously with the execution of this agreement.

8. The Brotherhood agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Brotherhood shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

9. The Brotherhood agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

10. The Brotherhood agrees that in performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

11. The Town agrees to pay the Brotherhood for the services provided by this agreement, up to the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS.

12. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by the Brotherhood do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

13. The terms of this agreement shall commence January 1, 2016 and terminate the 31st day of December 2016.

IN WITNESS WHEREOF, the parties, herein, have signed this Agreement the day and year first written above.

TOWN OF HEMPSTEAD

By: _____
ANTHONY J. SANTINO
Supervisor

**HISPANIC BROTHERHOOD OF
ROCKVILLE CENTRE, INC.**

By: Margarita Grasing
Title: Executive Director
Print Name: MARGARITA GRASING

APPROVED
By: [Signature] Date: 4/18/16
[Signature] 4/18/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE: 3/19/16
[Signature]
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 16-010

Approved: [Signature]
Cheryl Petri, Executive Assistant
Date: 4/18/16

APPROVED AS TO FORM
[Signature]
TOWN DEPUTY TOWN ATTORNEY
4/18/16

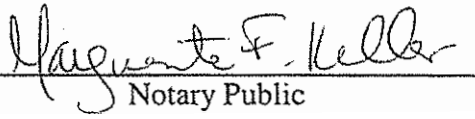
STATE OF NEW YORK)
 ss:
COUNTY OF NASSAU)

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

Notary Public

STATE OF NEW YORK)
 ss:
COUNTY OF NASSAU)

On this 8 day of March , 2016, before me personally came Margarita Grasing to me known, who being by me duly sworn did depose and say that (s)he resides at 551 Wateridge Ave., Baldwin NY and that (s)he is the Executive Director of Hispanic Brotherhood, the nonprofit described in and which executed the foregoing instrument.


Notary Public

MARGUERITE F. KELLER
NOTARY PUBLIC, State of New York
No. 01KE498760
Qualified in Nassau County
Commission Expires November 18, 2017

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH UNIONDALE COMMUNITY COUNCIL, INC. TO PROVIDE A GRANT IN THE SUM OF \$5,000.00 FOR SERVICE TO YOUTH IN THE UNINCORPORATED AREA OF UNIONDALE, NEW YORK.

WHEREAS, Uniondale Community Council, Inc. having a principal office at 806 Jerusalem Avenue, Uniondale, New York, has since 1980 sponsored and operated programs that benefit the youth of the Uniondale area; and

WHEREAS, Uniondale Community Council, Inc. is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year 2016, in the unincorporated community of Uniondale; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to enter into a contract between the Town of Hempstead and the Uniondale Community Council, Inc., in providing for a grant not to exceed the amount of FIVE THOUSAND (\$5,000.00) DOLLARS to be used in its 2016 youth program, and that said amount be paid to the Uniondale Community Council, Inc. and charged against the appropriate Community Development Block Grant account upon the submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 9
Case # 13584

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
And
UNIONDALE COMMUNITY COUNCIL, INC.

AGREEMENT made the _____ day of _____, 2016, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Uniondale Community Council, Inc. (hereinafter "Council") a non-profit corporation having its principal office at 806 Jerusalem Avenue, Uniondale, New York.

WITNESSETH THAT:

WHEREAS, the Council has conducted basic community services and programs for the benefit of youth in the unincorporated area of Uniondale in the Town; and

WHEREAS, the Council has requested the Town to provide a grant of FIVE THOUSAND (\$5,000.00) DOLLARS to assist in the operation of its 2016 season; and

WHEREAS, the Town Board deeming it to be in the public interest to grant such request has authorized the Supervisor to enter into a contract between the Town and the Council;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Council agrees to continue its operations located at 806 Jerusalem Avenue, Uniondale, New York, during the term of this agreement.
2. The Council agrees to continue its basic community services and other programs for youth in the unincorporated area of Uniondale.
3. The Council agrees that such youth programs will be supervised and directed by competent adult personnel.
4. The Council agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. The Council agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
6. The Council agrees that it is, at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Council shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. The Council agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Council resulting from its operation, use and maintenance of the facilities of the Council. In addition, the Council agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Council and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered by the Council simultaneously with the execution of this agreement.

8. The Council agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Council shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

9. The Council agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

10. The Council agrees that in performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

11. The Town agrees to pay the Council for the services provided by this agreement, up to the amount of FIVE THOUSAND (\$5,000.00) DOLLARS.

12. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by the Council do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

13. The terms of this agreement shall commence January 1, 2016 and terminate the 31st day of December 2016.

IN WITNESS WHEREOF, the parties, herein, have signed this Agreement the day and year first written above.

TOWN OF HEMPSTEAD

By: _____
ANTHONY J. SANTINO
Supervisor

APPROVED
By: [Signature] Date: 4/8/16
KEVIN R. CONROY
TOWN COMPTROLLER

UNIONDALE COMMUNITY COUNCIL, INC.

Sign Name: [Signature]
Print Name: Mary Ellen Freye
Title: Vice President

APPROVED AS TO FORM
[Signature]
TOWN ATTORNEY
4/7/16

Approved: [Signature]
Cheryl Petri, Executive Assistant
Date: 4/18/16

APPROVED AS TO CONTENT
DATE: 4/7/16
[Signature]
KATEMAR BROOKS
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

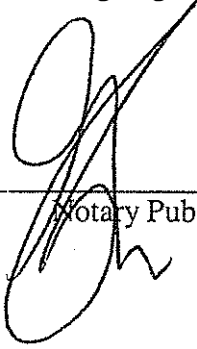
STATE OF NEW YORK)
)
 ss:
 COUNTY OF NASSAU)

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

 Notary Public

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

On this 22nd day of March, 2016, before me personally came Mayella Krage, to me known, who being by me duly sworn did depose and say that (s)he resides at 436100st Ave, the ^{Uniondale, NY 11553} and that (s)he is the VICE PRESIDENT of VCC described in and which executed the foregoing instrument.



 Notary Public

Gustavo Tremblino
 Notary Public - State of New York
 No. 01TR6276712
 Qualified in Nassau County
 Commission Expires Feb. 25, 2017

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH FIVE TOWNS COMMUNITY CENTER, INC. AND AUTHORIZING A GRANT TO ASSIST IN ITS BI-LINGUAL PROGRAM FOR THE BENEFIT OF NON-ENGLISH SPEAKING RESIDENTS IN UNINCORPORATED AREAS OF THE TOWN OF HEMPSTEAD.

WHEREAS, the FIVE TOWNS COMMUNITY CENTER, INC., a non-profit membership corporation formed under the Membership Corporation Law of the State of New York, located at 270 Lawrence Avenue, Lawrence, New York, has for a number of years been conducting a Bi-Lingual Program for the benefit of non-English speaking residents of the unincorporated areas of the Town of Hempstead; and

WHEREAS, in the ensuing years up to and including 2016, the Five Towns Community Center, Inc., each year continued to make such application and the Town Board of the Town of Hempstead considered it to be in the public interest to accept such proposals; and

WHEREAS, the FIVE TOWNS COMMUNITY CENTER, INC. has petitioned the Town of Hempstead for a grant-in-aid of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS, to assist in the pursuit of its program for the benefit of non-English speaking residents of the unincorporated areas of the Town of Hempstead in the Town's fiscal year commencing January 1, 2016 and terminating December 31, 2016; and

WHEREAS, the Town Board deems it to be in the public's interest to provide the specified Town Funded grant.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized and directed to execute a contract between the Five Towns Community Center, Inc. and the Town of Hempstead providing a bi-lingual program for the benefit of non-English speaking residents in the unincorporated areas of the Town of Hempstead, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper for the period commencing January 1, 2016 and terminating December 31, 2016 and that the Town pay to the Five Towns Community Center, Inc., the amount of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS, which shall be paid out of the Department of Planning and Economic Development Budget Account No. 030-006-8020-4400, and which shall be dispersed upon approval by the Commissioner of the Department of Planning and Economic Development, as per contract terms.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 10
Case # 12492

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
THE FIVE TOWNS COMMUNITY CENTER, INC.
(BI-LINGUAL PROGRAM)

AGREEMENT made the day of , 2016, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and the Five Towns Community Center, Inc. (hereinafter called the "Center"), a non-profit corporation having its principal office at 270 Lawrence Avenue, Lawrence, New York.

WITNESSETH THAT:

WHEREAS, the Center for a number of years conducted at the Center a bi-lingual program for the unincorporated areas of the Town; and

WHEREAS, the Center has petitioned the Town to provide a grant of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS; to assist it in its program; and

WHEREAS, the Town Board deeming it to be in the public interest accedes to such request and has authorized the Supervisor to enter into a contract between the Town and the Center,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Center, through its Bi-Lingual Program will assist these non-English speaking residents by providing skilled Spanish and Italian translators and consultants to aid them in the improvement of communication to facilitate and relieve their problems as to job placement, housing, transportation, immigration, naturalization and other problems.
2. The Center agrees that it will make the services to be performed hereunder available to any qualified resident of the unincorporated areas of the Town in need of such services who shall make request therefore.
3. The Center shall not assign, transfer or hypothecate this agreement or any interest therein either in whole or in part or by agreement or novation.
4. The Center shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, employees, servants or agents to be employees, agents or servants of the Town.
5. The Center agrees to indemnify the Town, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement to maintain and keep in force during the term of this agreement or any renewal thereof, at its own cost and expense, policies of insurance insuring the Center and the Town against any claims from any and all persons, for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in a limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with the accepted practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner form prescribed as to services pursuant to this agreement.

8. The Center agrees that in the performance of its service it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. The term of this agreement shall commence on the 1st day of January 2016 and terminate on the 31st day of December 2016.

10. Subject to appropriation of funds by the Town Board, the Town agrees to pay the Center for the services specified in this agreement, the amount of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS.

11. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by the Center in this Bi-Lingual program do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

IN WITNESS WHEREOF, the Town and the Center have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: _____
ANTHONY J. SANTINO
Supervisor

APPROVED
By: [Signature] Date: 4/8/16
[Signature] 4/8/16
KEVIN R. CONROY
TOWN COMPTROLLER

FIVE TOWNS COMMUNITY CENTER, INC.

By: [Signature]
Executive Director

Print Name Lorenzo Sistrunk

APPROVED AS TO FORM
[Signature]
CHIEF DEPUTY TOWN ATTORNEY

Doc. No. 16-006

APPROVED AS TO CONTENT
DATE: 4/8/16
[Signature]
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved: [Signature]
Cheryl Petri, Executive Assistant
Date: 4/8/16

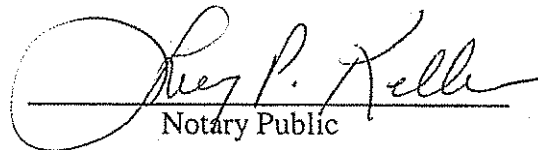
STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

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

Notary Public

STATE OF NEW YORK)
 ss:
COUNTY OF NASSAU)

On this 29th day of July , 2016, before me personally came Lorenzo Sistrunk , to me known, who being by me duly sworn did depose and say that (s)he resides at 58 Rhodes Avenue, Hempstead NY 11550 and that (s)he is the Executive Director of Five Towns Community Center, the organization described in and which executed the foregoing instrument.


Notary Public

LUCY P. KELLER
Notary Public, State of New York
No. 4931463
Qualified in Nassau County
My Commission Expires 8/11/18

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH FIVE TOWNS COMMUNITY CENTER, INC. AND AUTHORIZING A GRANT TO ASSIST IN ITS PROGRAM OF SERVICES TO THE ELDERLY. (INWOOD)

WHEREAS, the FIVE TOWNS COMMUNITY CENTER, INC., a non-profit membership corporation formed under the Membership Corporation Law of the State of New York, located at 270 Lawrence Avenue, Lawrence, New York, has for a number of years sponsored a Senior Citizen Enrichment Program affording many benefits of wholesome and enriching interpersonal experiences for the seniors of the area; and

WHEREAS, in the ensuing years up to and including 2016, Five Towns Community Center, Inc., each year continued to make such application and the Town Board of the Town of Hempstead considered it to be in the public's interest to accept such proposals; and

WHEREAS, the FIVE TOWNS COMMUNITY CENTER, INC., has petitioned the Town of Hempstead for a grant-in-aid of ELEVEN THOUSAND (\$11,000.00) DOLLARS, to assist it in the pursuit of its program for the benefit of the elderly, in the Town's fiscal year commencing January 1, 2016 and terminating December 31, 2016; and

WHEREAS, the Town Board deems it to be in the public's interest to provide the specified Town Funded grant.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized to execute a contract between the Five Towns Community Center, Inc. and the Town of Hempstead providing for such services upon such terms, conditions and stipulations as the Supervisor may deem fit and proper for the period commencing January 1, 2016 and terminating December 31, 2016, and said grant in the amount of ELEVEN THOUSAND (\$11,000.00) DOLLARS, shall be paid out of the Department of Planning and Economic Development Budget Account No. 030-006-8020-4940, Community and Neighborhood Facilities, upon presentation of a proper claim.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 11
Case # 12492

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and
FIVE TOWNS COMMUNITY CENTER, INC.

AGREEMENT made the day of , 2016, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and the Five Towns Community Center, Inc., (hereinafter called the "Center"), a non-profit corporation having its principal office at 270 Lawrence Avenue, Lawrence, New York.

WITNESSETH THAT:

WHEREAS, the Center for a number of years conducted a program at the Center for elderly persons of the Inwood area; and

WHEREAS, the Center has petitioned the Town to provide a grant of ELEVEN THOUSAND (\$11,000.00) DOLLARS, to assist the underprivileged and disadvantaged elderly persons; and

WHEREAS, the Town Board deeming it to be in the public interest accedes to such request and has authorized the Supervisor to enter into a contract between the Town and the Center,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Center will lend assistance to underprivileged and disadvantaged elderly persons and provide them with the opportunity for wholesome and enriching interpersonal experiences.
2. The Center will provide these disadvantaged elderly persons with an opportunity to experience and participate in a variety of activities.
3. The Center shall not assign, transfer or hypothecate this agreement or any interest therein in whole or in part or by agreement or novation.
4. The Center shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, employees, servants or agents to be employees, agents or servants of the Town.
5. The Center agrees to indemnify the Town, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operating, use and maintenance of the facilities of the Center. In addition, the Center agrees prior to the commencement of this agreement to maintain and keep in force during the term of this agreement of any renewal thereof, at its own cost and expense, policies of insurance insuring the Center and the Town against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in a limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with the accepted practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services pursuant to this agreement.

8. The Center agrees that in the performance of its service it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. Subject to appropriation of funds by the Town Board, the Town agrees to pay the Center for the services specified in this agreement, the amount of ELEVEN THOUSAND (\$11,000.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid in a lump sum to the Center after the Town Board shall have duly adopted a resolution affirming such payment and after the Supervisor shall have duly affixed his signature in executing the contract.
- (b) After such actions the Center may submit its request for payment on an approved claim form to the Department of Planning and Economic Development.

10. The terms of this agreement shall commence on the 1st day of January, 2016 and terminate on the 31st day of December, 2016.

IN WITNESS WHEREOF, the Town and the Center have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: _____
ANTHONY J. SANTINO
Supervisor

~~APPROVED AS TO FORM~~

CHIEF DEPUTY TOWN ATTORNEY
4/7/16

**FIVE TOWNS COMMUNITY CENTER,
INC.**

By: Loene Sistrunk
Executive Director

Print Name Loene Sistrunk

Doc. No. 16-007

APPROVED

By: Kevin R. Conroy Date: 4/18/16

KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE: 3/14/16
Katrina R. Brooks
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved: Cheryl Petri
Cheryl Petri, Executive Assistant
Date: 4/18/16

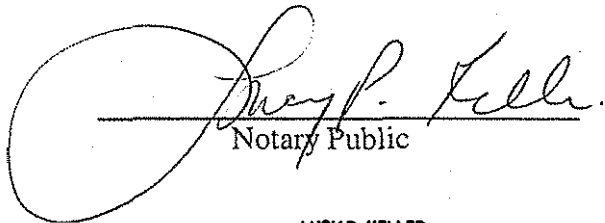
STATE OF NEW YORK)
:SS.:
COUNTY OF NASSAU)

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

Notary Public

STATE OF NEW YORK)
SS:
COUNTY OF NASSAU)

On this 29th day of February, 2016, before me personally came Lorenzo Sistrunk, to me known, who being by me duly sworn did depose and say that (s)he resides at 58 Rhodes Avenue, Hempstead, NY 11550 and that (s)he is the Executive Director of Five Towns Community Center, the organization described in and which executed the foregoing instrument.



Notary Public

LUCYP. KELLER
Notary Public, State of New York
No. 4931463
Qualified in Nassau County
My Commission Expires 8/11/18

APPROVED AS TO CONTENT
DATE 3/14/16


COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH CENTER FOR ADULT LIFE ENRICHMENT, AND AUTHORIZING A GRANT TO ASSIST IN ITS PROGRAM OF SERVICES TO THE ELDERLY.

WHEREAS, the CENTER FOR ADULT LIFE ENRICHMENT, a non profit membership corporation formed under the Membership Law of the State of New York, located at 37 East Rockaway Road, Hewlett, New York, has for a number of years sponsored a Senior Center Enrichment Program affording many benefits of wholesome and enriching interpersonal experiences for the seniors of the area; and

WHEREAS, in the ensuing years up to and including the year 2016, the Five Towns Senior Center, Inc. D/B/A Center For Adult Life Enrichment has continued to make such application and the Town Board of the Town of Hempstead considered it to be in the public interest to accept such proposals; and

WHEREAS, the Center for Adult Life Enrichment, has petitioned the Town of Hempstead for a grant-in-aid of TWENTY THREE THOUSAND ONE HUNDRED (\$23,100.00) DOLLARS, to assist it in the pursuit of its program for the benefit of the elderly, in the Town's fiscal year commencing January 1, 2016 and terminating December 31, 2016; and

WHEREAS, the Town Board deems it to be in the public's interest to respond to such proposal.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract on behalf of the Town of Hempstead and Center For Adult Life Enrichment for the provisions of transportation services and other services upon such terms, conditions and stipulations as the Supervisor may deem fit and proper for the period commencing January 1, 2016 and terminating December 31, 2016; and that the town pay Center For Adult Life Enrichment the lump-sum amount of TWENTY THREE THOUSAND ONE HUNDRED (\$23,100.00) DOLLARS, which shall be paid out of the Town of Hempstead Department of Planning and Economic Development Budget Account No. 030-006-8020-4940, upon presentation of a proper claim.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 12

Case # 12492

CONTRACT FOR PERSONAL SERVICES

By and Between

TOWN OF HEMPSTEAD

and

**FIVE TOWNS SENIOR CENTER, INC., D/B/A/
CENTER FOR ADULT LIFE ENRICHMENT**

AGREEMENT made the _____ day of _____, 2016, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York, and the Five Towns Senior Center, Inc., D/B/A Center For Adult Life Enrichment (hereinafter called the "Center"), a non-profit corporation having its principal office at 37 East Rockaway Road, Hewlett, New York.

WITNESSETH THAT:

WHEREAS, the Center has for a number of years conducted a program at the Center for elderly persons of the Woodmere area; and

WHEREAS, the Center has petitioned the Town to provide a grant of TWENTY THREE THOUSAND ONE HUNDRED (\$23,100.00) DOLLARS, to provide transportation and to assist the underprivileged and disadvantaged elderly persons, commencing January 1, 2016 and terminating December 31, 2016; and

WHEREAS, the Town Board deeming it to be in the public interest accedes to such request and has authorized the Supervisor to enter into a contract between the Town and the Center;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Center will lend assistance to underprivileged and disadvantaged elderly persons and provide them with the opportunity for wholesome and enriching interpersonal experiences.
2. The Center will provide these disadvantaged elderly persons with an opportunity to experience and participate in a variety of activities.
3. The Center shall not assign, transfer or hypothecate this agreement or any interest therein in whole or in part or by agreement or novation.
4. The Center shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, employees, servants or agents to be employees, agents or servants of the Town.
5. The Center agrees to indemnify the Town, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operating, use and maintenance of the facilities of the Center. In addition, the Center agrees prior to the commencement of this agreement to maintain and keep in force during the term of this agreement of any renewal thereof, at its own cost and expense, policies of insurance insuring the Center and the Town against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in a limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with the accepted practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services pursuant to this agreement.

8. The Center agrees that in the performance of its service it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. The Town agrees to pay the Center for the services specified in this agreement, the amount of TWENTY THREE THOUSAND ONE HUNDRED (\$23,100.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid in a lump sum to the Center after the Town Board shall have duly adopted a resolution affirming such payment and after the Supervisor shall have duly affixed his signature in executing the contract.
- (b) After such actions the Center may submit its request for payment on an approved claim form to the Department of Planning and Economic Development.

10. The terms of this agreement shall commence on the 1st day of January, 2016 and terminate on the 31st day of December, 2016.

IN WITNESS WHEREOF, the Town and the Center have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

APPROVED
By: [Signature] Date: 4/8/16
[Signature] 4/8/16
KEVIN R. CONROY
TOWN COMPTROLLER

By: [Signature]
ANTHONY J. SANTINO
Supervisor

APPROVED AS TO FORM
[Signature]
CHIEF DEPUTY TOWN ATTORNEY
4/8/16

CENTER FOR ADULT LIFE ENRICHMENT
By: [Signature]
GEORGIAN WOLFSON
Executive Director

Approved: [Signature]
Cheryl Petri, Executive Assistant
Date: 4/18/16
Doc. No. 16-008

APPROVED AS TO CONTENT
DATE: 4/11/16
[Signature]
KATRINA R. MOISE
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

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

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

Notary Public

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

On this 8 day of march, 2016, before me personally came Angela Wallyson, to me known, who being by me duly sworn did depose and say that (s)he resides at 37 East Rockaway Rd and that (s)he is the EXECUTIVE DIRECTOR of CALE, the corporation described in and which executed the foregoing instrument.

PEARL L. CANDE
 Notary Public, State of New York
 No. 01CA4857720
 Qualified in Nassau County
 Commission Expires April 21, 2018

Pearl R. Cande
 Notary Public

Case No.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:
RESOLUTION ACCEPTING A BID FOR THE SUPPLY, DELIVERY, AND
INSTALLATION OF THE YEARLY REQUIREMENTS FOR POOL
MAINTENANCE (Contract # 23-2016)

WHEREAS, The Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the supply, delivery, and installation of the yearly requirements for pool maintenance; and

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

Filter Room Solutions Inc.

P.O. Box 228
Mineola, N.Y. 11501

A) Labor

Any material offered @ 22% discount from
Price List dated Bel Aqua 2016 Catalog

B) Labor Rates

Service Call – Regular Hourly Rate (M-F/7-5pm)	\$ 92.75/ man hour
Billing will be done in ½ hour increments after the initial hour	\$ 45.88/ ½ man hour
Emergency Service Call (outside normal hours M-F 7-5pm)	\$139.13/ man hour

Cash Discount of 2%

Commercial Clearwater Co, Inc.

P.O. Box 909
Plandome, N.Y. 11030

A) Labor

Any material offered @ 20% discount from
Price List dated 03/21/2016 B/A
If there is no published price list, cost will be 25%
above our supplies invoice.

B) Labor Rates

Service Call – Regular Hourly Rate (M-F/7-5pm)	\$164.75/ man hour
Billing will be done in ½ hour increments after the initial hour	\$82.38/ ½ man hour
Emergency Service Call (outside normal hours M-F 7-5pm)	\$244.75/ man hour

Cash Discount of 0%

and

WHEREAS, the Department of Parks and Recreation has reported that the bid submitted from Filter Room Solutions Inc., P.O. Box 228, Mineola, N.Y. 11501 is the lowest bidder for the yearly requirements for pool maintenance;

NOW, THEREFORE, BE IT

RESOLVED, that the bid from Filter Room Solutions Inc., be accepted and approved;
and

BE IT FURTHER

Item# 13
Case # 24883

RESOLVED, that the Supervisor be and is hereby authorized to make payments from
Parks and Recreation Code 400-007-7110-4720 – Pool Maintenance

AYES:

NOES

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF SEALED
LETTER BID FOR ON-CALL CONTRACT FOR AIR
MONITORING AT VARIOUS TOWN FACILITIES, TOWN
OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Commissioner of the Department of General Services requested sealed letter bids for on-call contract for air monitoring at various town facilities, Town of Hempstead, Nassau County, New York; and

WHEREAS, the following sealed letter bids were received by the Commissioner of the Department of General Services:

Airtek Environmental Corp. 39-37 29 th Street Long Island City, New York 11101	\$8,780.00/three years
Enviroscience Consultants, Inc. 21-50 Smithtown Avenue Ronkonkoma, New York 11779	\$9,520.00/three years
JLC Environmental Consultants, Inc. 774 S. Long Beach Avenue Freeport, New York 11520	\$9,810.00/three years
Jet Enviro Consulting 114 Wedgewood Drive Coram, New York 11727	\$10,100.00/three years
J.C. Broderick & Associates, Inc. 1775 Expressway Drive North Hauppauge, New York 11788	\$11,508.00/three years

WHEREAS, the Commissioner of the Department of General Services reported that the lowest sealed letter bid was received from Airtek Environmental Corp., 39-37 29th Street, Long Island City, New York 11101, as listed above and it appears that said bidder is duly qualified; and

WHEREAS, the yearly expenditures shall not exceed \$8,780.00 (Eight Thousand Seven Hundred Eighty Dollars); and

WHEREAS, the Town Board after due deliberation, deems that the acceptance of the lowest sealed letter bid from Airtek Environmental Corp. is reasonable and in the best public interest; and

Item # 14
Case # 14759

NOW, THEREFORE, BE IT

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

BE IT FURTHER,

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

BE IT FURTHER,

RESOLVED, that the Town Board is authorized to award the contract for an on-call contract for project air monitoring at various town facilities to Airtek Environmental Corp., 39-37 29th Street, Long Island City, New York 11101 for a period of one year beginning upon award of contract with the option to extend contract for two additional one year periods for a total of three years; and that the yearly expenditures shall not exceed \$8,780.00 (Eight Thousand Seven Hundred Eighty Dollars) from the Department of General Services Account Number 010-001-1490-4090, Building Maintenance; and

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted

Councilperson
and moved its adoption:

offered the following resolution

**RESOLUTION ACCEPTING THE LOW BIDDERS PROPOSAL FOR,
INSTALLATION OF DECORATIVE POST TOP LIGHTING AND POLES
FRONT STREET-MARGINAL ROAD UNIONDALE STREETScape
TOWN OF HEMPSTEAD STREET LIGHTING DISTRICT
NASSAU COUNTY, NEW YORK
PW# 18-16**

WHEREAS, the Commissioner of the Department of General Services, Town of Hempstead, advertised for bid for the Installation of Decorative Post Top Lighting and Poles, Front Street – Marginal Road Uniondale Streetscape, Town of Hempstead Street Lighting District, Nassau County, New York, PW# 18-16; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on April 14, 2016; and

WHEREAS, the following three (3) bids were received and referred to the Department of General Services for examination report;

- Anker’s Electric Service, Inc.....\$ 58,745.00
- Palace Electrical Contractors, Inc.....\$ 82,876.50
- Facility Solutions Group, Inc..... \$ 119,385.00

WHEREAS, the Commissioner of General Services reported that the lowest bid received was from Anker’s Electric Service, Inc., in the sum of \$ 58,745.00, which includes the additional bid cost for this project of \$2,450.00 for Town of Hempstead Addendum #1, and recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and that said bidder will commence work under this contract on or before a date to be specified in written "Notice to Proceed" issued by the Town of Hempstead and to fully complete the project within 30 (Thirty) consecutive calendar days thereafter as stipulated in the bid documents; and

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Anker’s Electric Service, Inc., 10 South 5th Street, Locust Valley, New York 11560, in the sum of \$ 58,745.00 for the Installation of Decorative Post Top Lighting and Poles, Front Street –Marginal Road Uniondale Streetscape, Town of Hempstead Street Lighting District, Nassau County, New York, PW# 18-16, be accepted subject to the execution of the contract by it; and be it

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

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

FURTHER RESOLVED, that the Supervisor be and he hereby is authorized, to make payments under the contract executed by the successful bidder from the Town of Hempstead Department of Planning and Economic Development Account # 618-006-0040-0676.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15
Case # 20803

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION ACCEPTING AND AWARDING THE BID FOR MAINTENANCE CONTRACT FOR THE MICROFILM AND MICROFICHE EQUIPMENT, IN THE BOARD OF APPEALS, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Director of the Department of Purchasing requested bids for the Maintenance & Service of the Microfilm and Microfiche Equipment, in the Board of Appeals, Hempstead, Town of Hempstead, Nassau County, New York and

WHEREAS, the bids submitted pursuant to such request were opened and read in the Purchasing Department on Friday, April 8, 2016; and

WHEREAS, the following bids were received and referred to the Board of Appeals for examination and report:

	Microfilm and Microfiche Equipment	Precision Micro	DR III
1	St Viewscan #ST-STVSI with UC9 – FD Fiche Carrier S/N 13143-11169 Contract May 1, 2016–April 30, 2017		
	TOTAL	\$995.00	\$495.00

WHEREAS, the Secretary to the Board of Appeals recommends that the contract be awarded to the lowest bidder DR III in the sum of \$495.00; and

NOW, THEREFORE, BE IT

RESOLVED, that the bid of DR III, 1776 Andrea Road, P.O. Box 336, East Meadow, New York, 11554, in the sum of \$495.00 (Four Hundred Ninety-Five Dollars) for the dates listed in the chart above for Maintenance & Service of the Microfilm and Microfiche, be accepted.

BE IT FURTHER RESOLVED, that the Supervisor be and he hereby is authorized to accept the above bid to DR III in the sum of \$495.00 (Four Hundred Ninety-Five Dollars) with the payments made from Account Number 030-006-8010-4040, Office Expense.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16
Case # 9397

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION ACCEPTING AND AWARDING THE LETTER BID FOR MAINTENANCE CONTRACT FOR THE MICROFILM AND MICROFICHE EQUIPMENT, IN THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Director of the Department of Purchasing requested letter bids for the Maintenance & Service of the Microfilm and Microfiche Equipment, in the Department of General Services Reproduction Services Division, Hempstead, Town of Hempstead, Nassau County, New York and

WHEREAS, the letter bids submitted pursuant to such request were opened in the Purchasing Department on Thursday March 17, 2016; and

WHEREAS, the following letter bids were received and referred to the Department of General Services, Reproduction Services Division for examination and report:

	Microfilm and Microfiche Equipment	Precision Micro	DR III
1	KODAK Recordak Microfilm Printer Model 404a, S/N K18-5720 Contract Sept 3, 2016-Sept. 2, 2017		
2	Bell & Howell Fiche Developer Model NB205 S/N 93PZ954 Contract Sept. 3, 2016-Sept. 2, 2017		
3	Konica/Minolta Reader Printer Model RP609Z S/N 36002975 Contract Sept. 3, 2016-Sept. 2, 2017		
4	KODAK Prostar Processor S/N K18-5720 Contract Sept 3, 2016-Sept. 2, 2017		
5	Konica/Minolta 7000 Model MS7000 KXII S/N 36002975 Contract Nov 12, 2016-Nov. 13, 2017		
6	Recordak Micro Thin Jacket Reader Filler S/N K-18572 Contract Upon Award for One (1) Year		
7	Optic Pro Flat Bed Scanner Model A320 S/N 00481 Contract Upon Award for One (1) Year		
8	KODAK Scanner Model I4600 Document Scanner S/N 64384348 Contract Upon Award For One (1) Yr.		
9	KODAK Scanner Model I4200 Document Scanner S/N 81210740 Contract Upon Award For One (1) Yr.		
TOTAL		\$ 10,175.00	\$ 13,585.00

Item# 17
Case# 17437

WHEREAS, the Commissioner of the Department of General Services recommends that the contract be awarded to the lowest bidder Precision Microproducts of America in the sum of \$10,175.00; and

NOW, THEREFORE, BE IT

RESOLVED, that the letter bid of Precision Microproducts of America, 1 Comac Loop Unit 13, Ronkonkoma, New York, 11779, in the sum of \$10,175.00 (Ten Thousand One Hundred Seventy-Five Dollars) for the dates listed in the chart above for Maintenance & Service of the Microfilm and Microfiche, be accepted.

BE IT FURTHER RESOLVED, that the Supervisor be and he hereby is authorized to accept the above letter bid to Precision Microproducts of America in the sum of \$10,175.00 (Ten Thousand One Hundred Seventy-Five Dollars) with the payments made from Account Number 010-001-1490-4030, Maintenance & Service of Equipment.

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 DECLARING OFFICE COPIER EQUIPMENT OBSOLETE AND AUTHORIZING DISPOSAL THEREOF BY THE DEPARTMENT OF GENERAL SERVICES REPRODUCTION DIVISION/MAILROOM, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK

WHEREAS, the Commissioner of the Department of General Services advised this Town Board that certain Office Copier equipment has no value and should be declared obsolete and be disposed of, as such equipment is no longer economically serviceable for its original purpose, or is cost prohibitive; and has indicated that the following has been so judged:

Obsolete Equipment/Cost Prohibitive:

B&W Office Copier Equipment

Model:

Serial Number:

Machine:

1. **VP 4120:**

400100866

C

- Includes the Following items:
- Prisma Sync Controller
- IMFS Finisher
- PCL 6
- PS3
- Scan Logic

2. **VP 4120:**

400100898

B

- Includes the Following items:
- Prisma Sync Controller
- IMFS Finisher
- PCL 6
- PS3
- Scan Logic

3. **VP 4120:**

400100899

A

- Includes the Following items:
- Prisma Sync Controller
- Set Finisher Module
- PCL 6
- PS3
- Scan Logic
- High Cap Stacker
- BLM 200 Booklet Maker

Color Office Copier Equipment

Model:

Serial Number:

Machine:

4. **CS 665 Color Printer:**

GNQ10280

A

- Includes the Following items:
- Embedded Fiery Controller
- RADF
- Output Tray
- Large Cap Tray
- Dehumidifier

Item# 18
Case # 17437

Model:

Serial Number:

Machine

5. CS 665 Color Printer:

GNQ10316

B

- Includes the Following items:
- External Fiery Controller
- RADF
- Stapler/Finisher
- 2 x 3000 Input Trays
- Dehumidifier

Including all supplies and accessories that are used by the above equipment.

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment be and is hereby declared to be of no value and obsolete in its primary function, or is cost prohibitive; BE IT FURTHER

RESOLVED, that the Director of the Purchasing be hereby authorized to advertise for bids for the sale and disposal of said office copier 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:

CASE NO.

RESOLUTION NO.

Adopted:

moved its adoption: offered the following resolution and

**RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN THE
2015-2016 MS-4 ANNUAL STORM WATER REPORT**

WHEREAS, the public was invited to a public meeting of the Storm Water Drainage Committee on Thursday, April 28, 2016, in the Nathan L. Bennett Pavilion, Hempstead Town Hall, One Washington Street, Town of Hempstead, New York to comment on the Town of Hempstead's draft of its MS-4 Annual Storm Water Report; and

WHEREAS, all parties wishing to be heard were afforded the opportunity to be heard; and

WHEREAS, the Supervisor of the Town of Hempstead was required by the New York State Department of Environmental Conservation SPDES General Permit No. GP-0-10-002 – Division of Water to sign and deliver the MS-4 Annual Storm Report by June 1, 2016; and

WHEREAS, the execution of the MS-4 Annual Report by the Supervisor is in the best interest of the Town of Hempstead; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to execute the MS-4 Annual Storm Water Report and deliver the same to the New York State Department of Environmental Conservation.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 19
Case # 18911

3258632975

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2 0 1 6

This cover page must be completed by the report preparer.
Joint reports require only one cover page.

SPDES ID
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Choose one:

This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

T o w n o f H e m p s t e a d

OR

This report is being submitted on behalf of a Single Entity

(Per Part II.E of GP-0-10-002)

Name of Single Entity

OR

This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

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MS4 Annual Report Cover Page

MCC form for period ending March 9,

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5690581587

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2016

Name of MS4 Town of Hempstead

SPDES ID
N Y R 2 0 A 3 9 0

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for each of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name Anthony MI J Last Name Santino

Title Supervisor

Address 1 Washington Avenue

City Hempstead State NY Zip 11550

eMail asantino@tohmaail.org

Phone (516) 489-5000 County Nassau

5690581587

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2016

Name of MS4 Town of Hempstead

SPDES ID
N Y R 2 0 A 3 9 0

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for each of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name: J a m e s MI: J Last Name: R e d d a n

Title: C i v i l E n g i n e e r I I

Address: 3 5 0 F r o n t S t r e e t

City: H e m p s t e a d State: N Y Zip: 1 1 5 5 0 -

eMail: j a m e r e d @ t o h m a i l . o r g

Phone: (5 1 6) 8 1 2 - 3 4 8 8 County: N a s s a u

4643023765

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2016

Name of MS4 Town of Hempstead SPDES ID NYR20A390

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? Yes No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name
S P L A S H

Partner/Coalition Name (cont.) SPDES Partner ID - If applicable
NYR20

Address
202 Woodcleft Avenue

City State Zip
Freedport NY 11520

eMail
splashnewsletter@aol.com

Phone
(516) 378-4770

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? Yes No

What tasks/responsibilities are shared with this partner (e.g. MMI School Programs or Multiple Tasks)?

- MM1 Storm Drain marking
- MM2 Wetland protection
- MM3
- MM4
- MM5
- MM6

Additional tasks/responsibilities

- Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

Performs cleanups in and around watersheds, marshes and waterways, conduct public education forums

3165331518

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 6

Name of MS4

SPDES ID
N Y R 2 0 A 3 9 0

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name MI Last Name

Title (Clearly print title of individual signing report)

Signature

Date
 / /

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

7870299956

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016
If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition:

SPDES ID

3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

- | | | |
|--|---------------------|---|
| <input type="radio"/> Construction Site Operators Trained | # Trained | <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
| <input checked="" type="radio"/> Direct Mailings | # Mailings | <input type="text" value="1"/> <input type="text" value="1"/> <input type="text" value="6"/> <input type="text" value="0"/> |
| <input checked="" type="radio"/> Kiosks or Other Displays | # Locations | <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
| <input type="radio"/> List-Serves | # In List | <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
| <input checked="" type="radio"/> Mailing List | # In List | <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
| <input type="radio"/> Newspaper Ads or Articles | # Days Run | <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
| <input checked="" type="radio"/> Public Events/Presentations | # Attendees | <input type="text" value=""/> <input type="text" value=""/> <input type="text" value="1"/> <input type="text" value="7"/> |
| <input type="radio"/> School Program | # Attendees | <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
| <input type="radio"/> TV Spot/Program | # Days Run | <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> |
| <input checked="" type="radio"/> Printed Materials: | Total # Distributed | <input type="text" value="1"/> <input type="text" value="1"/> <input type="text" value="6"/> <input type="text" value="0"/> |

Locations (e.g. libraries, town offices, kiosks)

T	o	w	n		O	f	f	i	c	e	s										
L	o	c	a	l		L	i	b	r	a	r	i	e	s							
P	u	b	l	i	c		e	v	e	n	t	s									
M	o	b	i	l	e		T	o	w	n		H	a	l	l						

Other:

1	.	0		m	i	l	l	i	o	n		p	r	i	n	t	e	d			
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Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

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0704299955

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition SPDES ID

3. Web Page con't.: Provide specific web addresses - not home page.

URL
www.toh.li/files/pdfs/cn
stormwater.pdf

URL
www.toh.li/files/pdfs/cn
petwaste.pdf

URL
www.toh.li/files/pdfs/cn
tidetable-2014.pdf

URL
www.toh.li/marinas-and-
fishing-piers

URL
www.toh.li/tourism/boatingpump
out-facilities-and-marine-towing

URL
www.toh.li/marinas-and-
fishing-piers

URL
www.toh.li/sanitation-department
/e-cycling

6932504403

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Hempstead

 SPDES ID

N	Y	R	2	0	A	3	9	0
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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See Expanded answers

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See Expanded Answers

C. How many times was this observation measured or evaluated in this reporting period?

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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See Expanded Answers

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: <input type="text" value="Town of Hempstead"/>										SPDES ID					
										N Y R 2 0 A 3 9 0					

Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

<input checked="" type="radio"/> Cleanup Events	# Events	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value="4"/>
<input type="radio"/> Comments on SWMP Received	# Comments	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value="0"/>
<input checked="" type="radio"/> Community Hotlines	Phone#	(5 1 6) 4 8 9 - 6 0 0 0
	Phone#	(<input type="text" value=""/> <input type="text" value=""/>) <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
	Phone#	(<input type="text" value=""/> <input type="text" value=""/>) <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
	Phone#	(<input type="text" value=""/> <input type="text" value=""/>) <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
	Phone#	(<input type="text" value=""/> <input type="text" value=""/>) <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
	Phone#	(<input type="text" value=""/> <input type="text" value=""/>) <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input checked="" type="radio"/> Community Meetings	# Attendees	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="1"/> <input type="text" value="7"/>
<input type="radio"/> Plantings	Sq. Ft.	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input type="radio"/> Storm Drain Markings	# Drains	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="4"/>
<input type="radio"/> Stakeholder Meetings	# Attendees	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input type="radio"/> Volunteer Monitoring	# Events	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
Other: <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>		

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided?

Yes No

<input type="radio"/> List-Serve	# In List	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input checked="" type="radio"/> Newspaper Advertising	# Days Run	<input type="text" value=""/> <input type="text" value="1"/> <input type="text" value="4"/>
<input type="radio"/> TV/Radio Notices	# Days Run	<input type="text" value=""/> <input type="text" value=""/>
Other: <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>		

Web Page URL: Enter URL(s) on the following two pages.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition SPDES ID

2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

WWW.TOH.LI/CONTENT/RC/STORMWATER
 .HTML

URL

http://sproutvideo.com/videos/70
 9bdab11a19e3c0f8

URL

http://sproutvideo.com/videos/a0
 9bdbb71cfe4c428

URL

http://sproutvideo.com/videos/7c
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www.toh.li/storm-water-manageme
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www.toh.li/files/pdfs/cn
 stormwater.pdf

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www.toh.li/marinas-and-fishing
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3714183108

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Hempstead	SPDES ID	N	Y	R	2	0	A	3	9	0
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2. URL(s) con't.:

Please provide specific address(es) where notices can be accessed - not home page.

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D	E	P	A	R	T	M	E	N	T	/	E	-	C	Y	C	L	I	N	G												

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition SPDES ID

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

- MS4/Coalition Office Annual Report SWMP Plan Comments

Department

Address

City Zip

Phone

- Library Annual Report SWMP Plan Comments

Address

City Zip

Phone

- Other Annual Report SWMP Plan Comments

Address

City Zip

Phone

- Web Page URL: Annual Report SWMP Plan Comments

Please provide specific address of page where report can be accessed - not home page.

- eMail Comments

0614183104

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

/ /

4.b. For how many days was/will this report be posted?

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

Yes No

If Yes, what was the date of the meeting?

/ /

If No, is one planned?

Yes No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

Yes No

If No, is one planned for each?

Yes No

6. Were comments received during this reporting period?

Yes No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

2013032775

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Hempstead

 SPDES ID

N	Y	R	2	0	A	3	9	0
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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMP in this reporting period.

See Expanded Answers

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See expanded Answers

C. How many times was this observation measured or evaluated in this reporting period?

			3
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See Expanded Answers

5953169299

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016
If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition SPDES ID

3.b. What types of illicit discharges have been found during this reporting period?

- Broken Lines From Sanitary Sewer
- Industrial Connections
- Cross Connections
- Inflow/Infiltration
- Failing Septic Systems
- Pump Station Failure
- Floor Drains Connected To Storm Sewers
- Sanitary Sewer Overflows
- Illegal Dumping
- Straight Pipe Sewer Discharges
- Other:
- None

4. How many illicit discharges/potential illegal connections have been detected during this reporting period?

5. How many illicit discharges have been confirmed during this reporting period?

6. How many illicit discharges/illegal connections have been eliminated during this reporting period?

7. Has the storm sewershed mapping been completed in this reporting period? Yes No
If No, approximately what percent was completed in this reporting period?

%

8. Is the above information available in GIS? Yes No
Is this information available on the web? Yes No
If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

URL

9126383899

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Hempstead			
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 SPDES ID

N	Y	R	2	0	A	3	9	0
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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See Expanded Answers

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See Expanded Answers

C. How many times was this observation measured or evaluated in this reporting period?

			0
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See Expanded Answers

5624056356

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Hempstead

SPDES ID

N	Y	R	2	0	A	3	9	0
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Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? Yes No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook? Yes No NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law. 09/2004 03/2006 NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? Yes No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

		3
--	--	---

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? Yes No NT

If Yes, how many public comments were received during this reporting period?

		0
--	--	---

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? Yes No

3951056357

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

- | | | | | | | | | |
|--|---|---|--|--|--|--|--|------------------------------------|
| <input type="radio"/> Notices of Violation | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Stop Work Orders | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Criminal Actions | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Termination of Contracts | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Administrative Fines | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Civil Penalties | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Administrative Orders | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Enforcement Actions or Sanctions | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Other | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |

9445612573

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?
 2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?
 3. What percent of active construction sites were inspected during this reporting period? NT %
 4. What percent of active construction sites were inspected more than once? NT %
 5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual? Yes No NT
 6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval? Yes No NT
- If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? Yes No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

6. con't.:
Submit additional pages as needed.

MS4/Coalition Office

Department

Address

City Zip

Phone
() -

Library

Address

City Zip

Phone
() -

Other

Address

City Zip

Phone
() -

Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

7935007876

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition SPDES ID

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See Expanded Answers

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See expanded Answers

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See Expanded Answers

1048119251

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition:

SPDES ID:

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained
<input type="radio"/> Alternative Practices	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="0"/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input type="radio"/> Filter Systems	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="0"/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input type="radio"/> Infiltration Basins	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="0"/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input type="radio"/> Open Channels	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="0"/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input type="radio"/> Ponds	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="0"/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input type="radio"/> Wetlands	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="0"/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
<input type="radio"/> Other	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value="0"/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance? Yes No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

- Building Codes Municipal Comprehensive Plans
- Overlay Districts Open Space Preservation Program
- Zoning Local Law or Ordinance
- None Land Use Regulation/Zoning
- Watershed Plans Other Comprehensive Plan

Other:

9091119257

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Hempstead

SPDES ID

N	Y	R	2	0	A	3	9	0
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- 4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?
 Yes No
- 4b. Does the MS4 have a banking and credit system for stormwater management practices?
 Yes No
- 4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?
 Yes No
- 4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		0
--	--	---
- 5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	0	1
--	---	---

 %

1610116332

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Hempstead			
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 SPDES ID

N	Y	R	2	0	A	3	9	0
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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See Expanded Answers

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See Expanded Answers

C. How many times was this observation measured or evaluated in this reporting period?

			0
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See Expanded Answers

6894134836

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program (SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

Operation/Activity/Facility	Addressed in SWMP?		Self-Assessment Operation/Activity/Facility performed within the past 3 years?	
	Yes	No	Yes	No
Street Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Bridge Maintenance.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Salt Storage.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Solid Waste Management.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
New Municipal Construction and Land Disturbance..	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Right of Way Maintenance.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Marine Operations.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Hydrologic Habitat Modification.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Parks and Open Space.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Municipal Building.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Other.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No

6445134838

MS4 Annual Report Form

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID
N Y R 2 0

2. Provide the following information about municipal operations good housekeeping programs:

- Parking Lots Swept (Number of acres X Number of times swept) # Acres 2 0 5
- Streets Swept (Number of miles X Number of times swept) # Miles 3 4 5 0
- Catch Basins Inspected and Cleaned Where Necessary # 1 0 5
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #
- Phosphorus Applied In Chemical Fertilizer # Lbs. 1 2 5 0
- Nitrogen Applied In Chemical Fertilizer # Lbs. 2 2 5 0
- Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres .

3. How many stormwater management trainings have been provided to municipal employees during this reporting period? 0

4. What was the date of the last training? 0 4 / 2 2 / 2 0 1 0

5. How many municipal employees have been trained in this reporting period? 0

6. What percent of municipal employees in relevant positions and departments receive stormwater management training? 1 %

7123078468

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition SPDES ID

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

6327042251

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Hempstead

SPDES ID

N	Y	R	2	0	A	3	9	0
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Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

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MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,7a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oswawa Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? Yes No N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS? Yes No N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

--	--	--	--

 %

Estimate what percentage was mapped in this reporting period.

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 %

2244042255

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Hempstead

SPDES ID

N	Y	R	2	0	A	3	9	0
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? Yes No N/A
4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

		0
--	--	---

 %
5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? Yes No N/A
6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? Yes No N/A
- 7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? Yes No N/A
- 7b. How many projects have been sited in this reporting period?

		0
--	--	---
- 7c. What percent of the projects included in 7b have been completed in this reporting period?

1	0	0
---	---	---

 %
- 7d. What percent of projects planned in previous years have been completed?

1	0	0
---	---	---

 %
- No Projects Planned
- 8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? Yes No N/A
- 8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? Yes No N/A

2404042253

MS4 Annual Report Form

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2	0	1	6
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Name of MS4/Coalition

Town of Hempstead

SPDES ID

N	Y	R	2	0	A	3	9	0
---	---	---	---	---	---	---	---	---

- 9. Has your MS4/Coalition developed and implemented a program of native planting?
 Yes No N/A
- 10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?
 Yes No N/A
- 11. Does your MS4/Coalition have a pet waste bag program?
 Yes No N/A
- 12. Does your MS4/Coalition have a program to manage goose populations?
 Yes No N/A

COUNCIL MEMBERS

DOROTHY L. GOOSBY
GARY A. HUDES
EDWARD A. AMBROSINO
BRUCE A. BLAKEMWN
ERIN KING SWEENEY

NASRIN AHMAD
TOWN CLERK

DONALD X. CLAVIN, JR.
RECEIVER OF TAXES

WILLIAM H. ROCKENSIES, P.E.
COMMISSIONER

TOWN OF HEMPSTEAD

Department of Engineering
350 FRONT STREET
HEMPSTEAD, NY 11550-4037
(516) 489-5000
FAX (516) 489-0024



ANTHONY J. SANTINO
SUPERVISOR

MS4 Annual Report 2015-2016

Addendum Page

EXPANDED ANSWERS

Minimum Control Measure 1 (MCM 1) Public Education and Outreach

Question 4A –MCM 1 - Summary of Measurable Goal

The Town of Hempstead conducted various public events, programs and presentations.
See attached below answer to question 4F.

Question 4B –MCM 1 - Summary of the Observations

Town held events, programs and presentations.
See attached below answer to question 4F.

Question 4F – MCM 1 - Stormwater Activities Planned

- "Save the Planet" Children's coloring books are online and accessible all year.
- Shrink-wrap recycling program for boaters, implemented 03/18/2010 and continues yearly, every spring
- Community Clean up
- Annual storm drain brochure mailing, spring 2015
- Highway Sweeping Schedule and drainage information mailing, Spring 2016
- Pet owner Guide to Pet Waste, Spring 2016
- Quarterly water bill News & Notes inserts
- Monthly STOP (Stop Throwing Out Pollutants) letters
- E-Cycle mailing, Fall 2015
- STOP brochure, January 2016
- The Town will continue and expand the town wide mailing of brochures and pamphlets, printed and distributed this year. The Town continues to identify and create new and diverse segments of the population for specific targeted mailings.

Minimum Control Measure 2 (MCM 2)
Public Involvement/Participation

Question 7A – MCM 2 – *Summary of Measurable Goals*

New this year Supervisor Anthony J. Santino’s email has been published as an additional reporting mechanism for environmentally unsafe practices. Our Community hot lines continue to include 24-hour public access to report environmentally unsafe practices. The town continues to foster established relationships between business owners, community groups and SPLASH. SPLASH is a volunteer cleanup group.

Question 7B – MCM 2 - *Observations of Measurable Goals*

SPLASH is a volunteer cleanup group. The Town Community Hot Line and Supervisor’s email provide 24-hour public access to report environmentally unsafe practices.

Question 7F – MCM 2 – *Planned Activities*

- Continued work- storm drain filters to be installed,
- Annual storm drain brochure mailing.

Question 7F – MCM 2 (cont’d)

- Highway Sweeping Schedule and drainage information mailing
- Pet owner Guide to Pet Waste
- Quarterly water bill News & Notes inserts
- Monthly STOP (Stop Throwing Out Pollutants) letters
- E-Cycle mailing
- STOP brochure
- Additional Community Clean-up Events
- “Save the Planet” coloring books for children

Minimum Control Measure 3 (MCM 3)
Illicit Discharge Detection and Elimination

Question 12A - MCM 3 - Measurable Goals SWPPP

The Town has established an inspection plan that calls for monthly inspections of identified trouble/problematic areas. The Town has fostered its relationship with SPLASH a volunteer organization that organizes, educates and participates in volunteer efforts to clean up the bay and low lying areas close or at the waterline. Through this partnership the Town is able to expand both public involvement and public participation in identifying sources of pollution, cleaning up potential pollutants and is able to expand the use of the Town’s hotlines.

Question 12B - MCM 3 - Observations Effectiveness of SWPPP

Through the partnership with SPLASH, the Town has held cleanup events for the public at large and conducts routine, usually daily, boat trips to the shoreline of remote areas to inspect and if necessary clear and clean the affected areas. Through the diligence of the Town workforce and the help of the volunteer organization SPLASH and the general public the bays are cleaner.

Question 12F - MCM 3 - Planned Storm water Activities

The Town continues retrofitting all its storm drains to include the proper filtration and separation of contaminant bodies. This work has been ongoing; The Town of Hempstead will install more this coming year.

Question 12F - MCM 3 (cont'd)

Through the partnership with SPLASH the Town has held cleanup events for the public at large and conducts routine boat trips to the shoreline of remote areas to inspect and if necessary clear and clean the affected areas. The Town continues to expand relationship between SPALSH and itself to further both public awareness and public participation with both detecting and preventing and removing the source of any contaminant and its source.

Minimum Control Measure 4 (MCM 4)
Construction Stormwater Runoff Control

Question 7A – MCM 4 - Measurable goals

All SWPPP's received were reviewed and all were returned with comments. All of the returns reflected the standards as outlined in the NYS Standards. The Town returns all submitted SWPPP's within ten (10) business days of receipt and is available to engineers and designers for the latest websites and/or links so that they may comply with the standards. Contractors continue to be informed and updated by the Town as often as is necessary to maintain cogent plan implementation.

Question 7B – MCM 4 - Observation of Measurable goals

Developers are aware of the new requirements and have been filing SWPPP's with their Building Department submittals. The SWPPP's are forwarded through intra-departmental mail to the Dep't of Engineering for review, and ultimately either rejection with comments or approval of the pre-construction, construction and post-construction BMP's.

Question 7F– MCM 4 *-Planned goals for upcoming year*

The Town through the Department of Engineering has implemented Erosion and Sediment Control Plans for properties over one acre.

Minimum Control Measure- MCM 5
Post-Construction Stormwater Management

Question 6A - MCM 5 *– Post Construction measurable goals*

- In combination with the public outreach program identified above the Town continues to identify and inspect the known possible sources of illicit discharge.
- The Town actively seeks out any source of contamination within its control area.
- It has implemented a practice of inspecting storm water sewers through the use of video cameras.
- The town continues to sample wells on Town land with the contracted assistance of an environmental engineering firm.
- The Town also implemented a plan for the fertilization and maintenance of Town owned facilities and lands.

Question 6B – MCM 5 *– Post Construction observations*

The Town actively seeks out any source of contamination within its control area and through its practice of inspecting storm water systems through the use of video cameras we have been able to identify possible problem areas. We remediate the problem sections of pipe as a preventative measure. Wells on Town land are sampled with the contracted assistance of an environmental engineering firm.

Minimum Control Measure 6 (MCM 6)
Stormwater Management for Municipal Operations

Question 6A – MCM 6 *- Measurable goals*

The individual Department Commissioner/supervisor is responsible for the implementation of the plan as it applies to their department. The day-to-day responsibility for implementation of the municipal plan is delegated by the department to a supervisor of the particular operation/activity in question. The area supervisor is responsible to correct any known spill or possible contaminant as per the municipal plan. The spill or contaminated area is evaluated and based on that information or observation the supervisor implements the necessary procedure to correct or mitigate the spill. All incidents are to be reported to the Department head and then to the Department of Engineering.

Question 6B – MCM 6 *– Observation of Measurable goals*

The Town continues to insert filters into existing storm basins and plans to continue the project until completed.

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH RECEIVABLE COLLECTION SERVICES, LLC FOR LEGAL SERVICES

WHEREAS, The Town Attorney has advised this Town Board that it is necessary to retain the services of special counsel to the Town in matters involving debt collections; and

WHEREAS, the firm of Receivable Collection Services, LLC, with principal offices located at 170 Jericho Turnpike, Floral Park, New York is eminently qualified to provide such services, and has submitted a proposed Service Agreement For Collection Of Unpaid Accounts; and

WHEREAS, the Town Attorney has reviewed the said Service Agreement and recommends to the Town Board that it in the public interest to retain the said firm:

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney is hereby authorized to enter into the proposed Service Agreement For Collection Of Unpaid Accounts with the firm of Receivable Collection Services, LLC, with principal offices located at 170 Jericho Turnpike, Floral Park, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Stamett # 20
Case # 27491

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION REQUESTING LEGISLATION
FOR AN ACT TO AMEND THE LOCAL FINANCE
LAW.

WHEREAS, it is in the public interest that legislation
hereinafter described be enacted; and

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board, as the local
legislative body of the Town of Hempstead, a local
government, hereby requests the enactment by the
Legislature of the State of New York of a bill introduced
in the 2015-2016 Regular Sessions of the Legislature
entitled, "An Act to amend the local finance law, in
relation to authorizing the Town of Hempstead, County of
Nassau, to amortize the cost of payments to employees upon
separation of service from the Town", designated as Senate
No. 6799 and Assembly No. 9844; and BE IT FURTHER

RESOLVED, that such request be filed in each House of
the Legislature pursuant to the statutes and rules provided
therefore.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 21
Case # 10338

**IMPORTANT: READ INSTRUCTIONS ON REVERSE SIDE
HOME RULE REQUEST
(Request by a Local Government for Enactment of a Special Law)**

To the Legislature:

Pursuant to Article IX of the Constitution, the Town of Hempstead requests the enactment of ~~Assembly~~ Senate bill (no. S06799),
entitled "AN ACT to amend the local finance law, in relation to authorizing the Town of Hempstead, County of Nassau, to amortize the cost of payments to employees upon separation of service from the town."

AN ACT to amend the local finance law, in relation to authorizing the Town of Hempstead, County of Nassau, to amortize the cost of payments to employees upon separation of service from the town.

It is hereby declared that a necessity exists for the enactment of such legislation, and that the facts establishing such necessity are as follows: (Check appropriate box)

- The local government does not have the power to enact such legislation by local law.
- Other facts, as set forth in the following "Explanation" establish such necessity.

EXPLANATION

(If space below is not sufficient, use separate sheet and attach here)

Such request is made by: (Check appropriate box)

- The chief executive officer of such local government, concurred in by a majority of the total membership of the local legislative body. (See paragraph A below)
- The local legislative body of such local government, at least two-thirds of the total membership thereof having voted in favor of such request. (See paragraph B below)

READ BEFORE SIGNING

- A. If the request is made by the chief executive officer and concurred in by a majority of the total membership of the local legislative body, *both* the chief executive officer *and* the clerk of the local legislative body must sign below. In such case use the word "majority" below even though the vote may have been greater.
- B. If the request is made by the local legislative body, at least two-thirds of the total membership thereof having voted in favor of such request, *only* the clerk of the local legislative body must sign below. In such case use the words "two-thirds" below.

CHIEF EXECUTIVE OFFICER'S SIGNATURE

(Signed).....

(chief executive officer)

Anthony J. Santino

(Print or type name below signature)

Supervisor

(Title of chief executive officer)

Date:, 20.....

CLERK'S CERTIFICATION

I, Nasrin G. Ahmad, do hereby certify that I am Clerk of the Town Board of the Town of Hempstead and that on the day of, 20___, such legislative body, at least ~~two-thirds~~ a majority of the total membership having voted in favor thereof, approved the foregoing request.

(Signed).....

(clerk)

Nasrin G. Ahmad

(Print or type name below signature)

(SEAL OF LOCAL GOVERNMENT)

Date:, 20

**IMPORTANT: READ INSTRUCTIONS ON REVERSE SIDE
HOME RULE REQUEST
(Request by a Local Government for Enactment of a Special Law)**

To the Legislature:

Pursuant to Article IX of the Constitution, the Town of
(county, city, town or village)
Hempstead requests the enactment of ~~Senate~~ bill (no. A09844),
(name) (strike out one)

entitled "
AN ACT to amend the local finance law, in relation to authorizing the Town of Hempstead, County of Nassau, to amortize the cost of payments to employees upon separation of service from the town.

It is hereby declared that a necessity exists for the enactment of such legislation, and that the facts establishing such necessity are as follows: (Check appropriate box)

- The local government does not have the power to enact such legislation by local law.
- Other facts, as set forth in the following "Explanation" establish such necessity.

EXPLANATION

(If space below is not sufficient, use separate sheet and attach here)

Such request is made by: (Check appropriate box)

- The chief executive officer of such local government, concurred in by a majority of the total membership of the local legislative body. (See paragraph A below)
- The local legislative body of such local government, at least two-thirds of the total membership thereof having voted in favor of such request. (See paragraph B below)

READ BEFORE SIGNING

- A. If the request is made by the chief executive officer and concurred in by a majority of the total membership of the local legislative body, *both* the chief executive officer *and* the clerk of the local legislative body must sign below. In such case use the word "majority" below even though the vote may have been greater.
- B. If the request is made by the local legislative body, at least two-thirds of the total membership thereof having voted in favor of such request, *only* the clerk of the local legislative body must sign below. In such case use the words "two-thirds" below.

CHIEF EXECUTIVE OFFICER'S SIGNATURE

(Signed).....

(chief executive officer)

Anthony J. Santino

(Print or type name below signature)

Supervisor

(Title of chief executive officer)

Date:, 20

CLERK'S CERTIFICATION

I, Nasrin G. Ahmad do hereby certify that I am Clerk of the
(print or type name) (local legislative body)

Town Board

Town

..... of the
(county, city, town or village)

of Hempstead and that on the day of
(name)

20___, such legislative body, at least ~~two-thirds~~ **a majority** of the total membership having voted in favor thereof, approved the foregoing request.
(strike out one)

(Signed).....

(clerk)

Nasrin G. Ahmad

(Print or type name below signature)

(SEAL OF LOCAL GOVERNMENT)

Date:, 20

CASE NO.

RESOLUTION NO.

Adopted:

Offered

The following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLAN SUBMITTED BY MARK ANTHONY ARCHITECTS & PLANNERS, ON BEHALF OF CRUNCH FITNESS, IN CONNECTION WITH BUILDING PERMIT APPLICATION NUMBER 201 211762, FOR SITE IMPROVEMENTS, LOCATED ON THE SOUTH SIDE OF McCONNELL CT. 104.96- FEET SOUTH OF GRAND AVENUE A/K/A 2203 McCONNELL CT. BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Mark Anthony Architects & Planners, on behalf of Crunch Fitness, has submitted a building permit application bearing application number 201 211762, for site improvements, located on the South Side of McConnell Ct. 104.96- feet South of Grand Avenue a/k/a 2203 McConnell Ct. Bellmore, Town of Hempstead, New York.

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 a site plan entitled, Site Plan Sheet Number A-1 dated 7/6/2015, last revised 4/22/2016, bearing the seal of Mark Anthony Munisteri, Registered Licensed Architect, License number 031737-1, State of New York, which site plan shows 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 plan submitted by Mark Anthony Architects & Planners, on behalf of Crunch Fitness, Site Plan Sheet Number A-1 dated 7/6/2015, last revised 4/22/2016 bearing the seal of Mark Anthony Munisteri, Registered Licensed Architect, License number 031737-1, with respect to site improvements, located on the South Side of McConnell Ct. 104.96- feet South of Grand Avenue a/k/a 2203 McConnell Ct. Bellmore, 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 # 22
Case # 29481

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR
TO SETTLE THE CLAIM OF GEICO AS
SUBROGEE OF THOMAS BYRNE IN THE AMOUNT
OF \$8,092.69.

WHEREAS, GEICO as subrogee of Thomas Byrne with offices in Fredericksburg, Virginia made a vehicle damage claim against the Town of Hempstead when its insured Thomas Byrne, sustained vehicle damage to Rose Byrne's 2014 Nissan motor vehicle when said motor vehicle was in a collision with a Town of Hempstead Department of Sanitation motor vehicle on Linden Street at the intersection with Centre Avenue in Bellmore, New York on January 12, 2016; and

WHEREAS, subsequent to making this claim, a proposal was made between GEICO as subrogee of Thomas Byrne, and the Claims Service Bureau of New York, Inc., the claims investigation and adjusting firm retained by the Town of Hempstead for such purposes, to settle this claim for the amount of \$8,092.69; and

WHEREAS, GEICO as subrogee of Thomas Byrne, has forwarded an executed general release to the Office of the Town Attorney regarding this claim; and

WHEREAS, the Claims Service Bureau of New York, Inc., and the Office of the Town Attorney recommend that this claim be settled in the amount proposed as being in the best interest of the Town of Hempstead.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is authorized to settle the vehicle damage claim of GEICO as subrogee of Thomas Byrne, for damages occurring on January 12, 2016 in the amount of \$8092.69 in full and final settlement of this claim, the aforesaid settlement amount to be paid out of the Sanitation Operating Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24
Case # 10889

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and
moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR
TO SETTLE THE CLAIM OF MIRIAM VENTURA IN
THE AMOUNT OF \$8,500.00.

WHEREAS, Miriam Ventura by her attorneys, Bongiorno Law Firm, PLLC., with offices in Garden City, New York, made claim against the Town of Hempstead for personal injuries she sustained when the 2000 Chrysler vehicle she was operating was in a collision with a Town of Hempstead Department of General Services truck, in the parking lot of Greenfield Cemetery in Uniondale, New York on March 3, 2011; and; 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 Miriam Ventura to recover damages for the personal injuries she sustained as a result of said accident; and

WHEREAS, prior to trial of the case, a proposal was made between The Bongiorno Law Firm PLLC., attorneys for Miriam Ventura, and the Town of Hempstead trial counsel, to settle the personal injury claim for \$8,500.00; and

WHEREAS, the Claims Service Bureau of New York, Inc., and the Office of the Town Attorney recommend that the proposed settlement be approved, the same being in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to settle the claim of Miriam Ventura for personal injuries sustained on March 3, 2011 in the amount of \$8,500.00, the aforesaid amount to be paid out of the General Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24
Case # 10889

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

Item # 25

Case # 7

CASE NO. 29477

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"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 43-2016, 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 May 24, 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. 43-2016, 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 # 26

Case # 29477

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 24th day of May, 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 | MERRICK ROAD (TH 123/16) North Side – ONE HOUR
PARKING 10 AM – 10 PM EXCEPT SUNDAYS – starting at a
point 102 feet, east of the east curbline of Grand Ave., east for a
distance of 331 feet. |
| BELLEROSE TERRACE
Section 202-30 | COLONIAL ROAD (TH 145/16) West Side – NO PARKING
10 AM – 10 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS – starting at a point 248 feet south of the south
curbline of Jericho Tpke., south for a distance of 22 feet. |
| EAST ATLANTIC BEACH
Section 202-9 | MALONE AVENUE (TH 120/16) West Side – NO PARKING
JUNE 15 – SEPTEMBER 10 – starting at a point 357 feet south of
the south curbline of Beech St., south for a distance of 213 feet.

MALONE AVENUE (TH 120/16) West Side – NO PARKING
JUNE 15 – SEPTEMBER 10 – starting at a point 590 feet south of
the south curbline of Beech St., south to its terminus. |
| OCEANSIDE
Section 202-13 | ANCHOR AVENUE (TH 132/16) South Side – NO PARKING
10 AM – 2 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS – starting from the east curbline of Yost Blvd., east
for a distance of 445 feet.

ANCHOR AVENUE (TH 132/16) South Side – NO PARKING
10 AM – 2 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS – starting at a point 497 feet east of the east curbline
of Yost Blvd., east to the west curbline of Yost Blvd.

ILLONA LANE (TH 136/16) West Side – NO PARKING
10 PM – 10 AM – starting at a point 1538 feet west, then south of
the west curbline of Oceanside Rd. East, south for a distance of 38
feet.

MOUNT AVENUE (TH 134/16) East Side – NO PARKING
9 AM – 3 PM – from the north curbline of Allen Ave., north for a
distance of 100 feet. |
| SEAFORD
Section 202-4 | MANSFIELD DRIVE (TH 137/16) North Side – TWO HOUR
PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS – starting at a point 80 feet west of the west curbline
of Arthur Dr., west for a distance of 39 feet. |
| WEST HEMPSTEAD
Section 202-20 | WALKER PLACE (TH 513/15) North Side – NO PARKING
SATURDAYS – starting at a point 50 feet east of the east curbline
of Hempstead Ave., east for a distance of 80 feet. |

WALKER PLACE (TH 513/15) North Side – ONE HOUR
PARKING SUNDAY through FRIDAY – starting at a point 50
feet east of the east curblineline of Hempstead Ave., east for a distance
of 80 feet.

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

BALDWIN
Section 202-5

MERRICK ROAD (TH 325/14) North Side – ONE HOUR
PARKING 10 AM – 10 PM EXCEPT SUNDAYS – starting at a
point 65 feet east of the east curblineline of Grand Ave., east for a
distance of 368 feet. (Adopted 11/25/14)

OCEANSIDE
Section 202-13

ANCHOR AVENUE (TH 235/86) South Side – NO PARKING
10 A.M. to 2 P.M. Except Saturdays, Sundays & Holidays –
starting at a point 190 feet west of the west curblineline of Messick
Avenue, west to the east curblineline of Yost Boulevard.
(Adopted 10/21/86)

WEST HEMPSTEAD
Section 202-20

WALKER PLACE (TH 760/03) North Side – NO PARKING
SATURDAYS – starting at a point 30 feet east of the east curblineline
of Hempstead Ave., east for a distance of 100 feet.
(Adopted 4/27/04)

WALKER PLACE (TH 760/03) North Side – ONE HOUR
PARKING SUNDAY through FRIDAY – starting at a point 30
feet east of the east curblineline of Hempstead Ave., east for a
distance of 100 feet. (Adopted 4/27/04)

WOODMERE
Section 202-17

ACADEMY ROAD (TH 597/15) South Side – TWO HOUR
PARKING EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS
– starting at a point 214 feet west of the west curblineline of
Woodmere Blvd., west to a point opposite the west curblineline of
Yale Ave. (Adopted 1/26/16)

GLEN DRIVE (TH 224/98) North Side – NO PARKING 7 A.M.
to 4 P.M. except Saturdays, Sundays and holidays – starting at a
point 137 feet west of the west curblineline of Longacre Ave., west
for a distance of 24 feet. (Adopted 10/20/98)

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: May 10, 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 twenty-five of two thousand sixteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN Section 202-5 MERRICK ROAD (TH 123/16) North Side – ONE HOUR PARKING 10 AM – 10 PM EXCEPT SUNDAYS – starting at a point 102 feet, east of the east curblineline of Grand Ave., east for a distance of 331 feet.

BELLEROSE TERRACE Section 202-30 COLONIAL ROAD (TH 145/16) West Side – NO PARKING 10 AM – 10 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 248 feet south of the south curblineline of Jericho Tpke., south for a distance of 22 feet.

EAST ATLANTIC BEACH Section 202-9 MALONE AVENUE (TH 120/16) West Side – NO PARKING JUNE 15 – SEPTEMBER 10 – starting at a point 357 feet south of the south curblineline of Beech St., south for a distance of 213 feet. MALONE AVENUE (TH 120/16) West Side – NO PARKING JUNE 15 – SEPTEMBER 10 – starting at a point 590 feet south of the south curblineline of Beech St., south to its terminus.

OCEANSIDE Section 202-13 ANCHOR AVENUE (TH 132/16) South Side – NO PARKING 10 AM – 2 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting from the east curblineline of Yost Blvd., east for a distance of 445 feet. ANCHOR AVENUE (TH 132/16) South Side – NO PARKING 10 AM – 2 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 497 feet east of the east curblineline of Yost Blvd., east to the west curblineline of Yost Blvd. ILLONA LANE (TH 136/16) West Side – NO PARKING 10 PM – 10 AM – starting at a point 1538 feet west, then south of the west curblineline of Oceanside Rd. East, south for a distance of 38 feet. MOUNT AVENUE (TH 134/16) East Side – NO PARKING 9 AM – 3 PM – from the north curblineline of Allen Ave., north for a distance of 100 feet.

SEAFORD Section 202-4 MANSFIELD DRIVE (TH 137/16) North Side – TWO HOUR PARKING 7 AM – 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 80 feet west of the west curblineline of Arthur Dr., west for a distance of 39 feet.

WEST HEMPSTEAD Section 202-20 WALKER PLACE (TH 513/15) North Side – NO PARKING SATURDAYS – starting at a point 50 feet east of the east curblineline of Hempstead Ave., east for a distance of 80 feet.

WALKER PLACE (TH 513/15) North Side – ONE HOUR PARKING SUNDAY through FRIDAY – starting at a point 50 feet east of the east curblineline of Hempstead Ave., east 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 twenty-five of two thousand sixteen is hereby amended by repealing therein “REGULATIONS AND RESTRICTIONS” to limit parking at the following locations:

BALDWIN
Section 202-5

MERRICK ROAD (TH 325/14) North Side – ONE HOUR PARKING 10 AM – 10 PM EXCEPT SUNDAYS – starting at a point 65 feet east of the east curblineline of Grand Ave., east for a distance of 368 feet. (Adopted 11/25/14)

OCEANSIDE
Section 202-13

ANCHOR AVENUE (TH 235/86) South Side – NO PARKING 10 A.M. to 2 P.M. Except Saturdays, Sundays & Holidays – starting at a point 190 feet west of the west curblineline of Messick Avenue, west to the east curblineline of Yost Boulevard. (Adopted 10/21/86)

WEST HEMPSTEAD
Section 202-20

WALKER PLACE (TH 760/03) North Side – NO PARKING SATURDAYS – starting at a point 30 feet east of the east curblineline of Hempstead Ave., east for a distance of 100 feet. (Adopted 4/27/04)

WALKER PLACE (TH 760/03) North Side – ONE HOUR PARKING SUNDAY through FRIDAY – starting at a point 30 feet east of the east curblineline of Hempstead Ave., east for a distance of 100 feet. (Adopted 4/27/04)

WOODMERE
Section 202-17

ACADEMY ROAD (TH 597/15) South Side – TWO HOUR PARKING EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 214 feet west of the west curblineline of Woodmere Blvd., west to a point opposite the west curblineline of Yale Ave. (Adopted 1/26/16)

GLEN DRIVE (TH 224/98) North Side – NO PARKING 7 A.M. to 4 P.M. except Saturdays, Sundays and holidays – starting at a point 137 feet west of the west curblineline of Longacre Ave., west for a distance of 24 feet. (Adopted 10/20/98)

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

CASE NO. 29478

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION
202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD
TO INCLUDE AND REPEAL "PARKING OR STANDING
PROHIBITIONS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider
the enactment of a local law amending Section 202-1 of the Code of
the Town of Hempstead entitled "PARKING OR STANDING PROHIBITIONS";
and

WHEREAS, has introduced a proposed local law known as
Intro. No. 44-2016, Print No. 1 to amend the said Section 202-1 of
the Code of the Town of Hempstead to include and repeal "PARKING OR
STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting
Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New
York on May 24, 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. 44-2016, Print No. 1,
to amend Section 202-1 of the Code of the Town of Hempstead to
include and repeal "PARKING OR STANDING PROHIBITIONS" at various
locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing
by the publication thereof in a newspaper of general circulation in
the Town of Hempstead and by the posting of such notice on the
Bulletin Board maintained for such purpose in the Town Hall not less
than three nor more than thirty days prior to the date of such
hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 27

Case # 29478

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 24th day of May, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

- | | |
|-----------|--|
| BALDWIN | MERRICK ROAD (TH 123/16) North Side -- NO STOPPING ANYTIME -- starting at the east curbline of Grand Avenue, east for a distance of 102 feet. |
| OCEANSIDE | VERMONT AVENUE (TH 116/16) South Side -- NO PARKING ANYTIME -- starting at a point 175 feet west of the west curbline of Yost Boulevard, west for a distance of 60 feet |
| ROOSEVELT | EAST GREENWICH AVENUE (TH 111/16) -- North Side -- NO STOPPING HERE TO CORNER -- starting at the east curbline of Nassau Road, east for a distance of 75 feet. |
| WOODMERE | ETON ROAD (TH 115/16) North Side -- NO PARKING ANYTIME -- starting at a point 100 feet east of the east curbline of Yale Avenue, east to a point 20 feet west of the west curbline of Woodmere Boulevard.

GLEN DRIVE (TH 126/16) North Side -- NO PARKING ANYTIME -- starting at a point 137 feet west of the west curbline of Longacre Avenue, west for a distance of 24 feet. |

ALSO, to REPEAL from Section 202-1 "PARKING OR STANDING PROHIBITIONS" at the following locations:

- | | |
|-----------|---|
| BALDWIN | MERRICK ROAD (TH 325/14) North Side -- NO STOPPING HERE TO CORNER -- starting from the east curbline of Grand Avenue, west for a distance of 65 feet. (Adopted 11-25-14) |
| ROOSEVELT | EAST GREENWICH AVENUE (TH 244/00) North Side -- NO STOPPING HERE TO CORNER -- starting from the east curbline of Nassau Road, east for a distance of 38 feet. (Adopted 08-08-00)

EAST GREENWICH AVENUE (TH 197/69) North Side -- NO STOPPING POLICE CARS ONLY -- starting at a point 38 feet east of the east curbline of Nassau Road, east for a distance of 20 feet. (Adopted 6/24/69) |

WOODMERE

ETON ROAD (TH 629/15) North Side – NO PARKING
ANYTIME – starting at a point 100 feet east of the east
curbline of Yale Avenue, east for a distance of 140 feet.
(Adopted 02-09-16)

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

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

Dated: May 10, 2016
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty-six of two thousand sixteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- BALDWIN MERRICK ROAD (TH 123/16) North Side – NO STOPPING ANYTIME – starting at the east curbline of Grand Avenue, east for a distance of 102 feet.
- OCEANSIDE VERMONT AVENUE (TH 116/16) South Side – NO PARKING ANYTIME – starting at a point 175 feet west of the west curbline of Yost Boulevard, west for a distance of 60 feet
- ROOSEVELT EAST GREENWICH AVENUE (TH 111/16) – North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Nassau Road, east for a distance of 75 feet.
- WOODMERE ETON ROAD (TH 115/16) North Side – NO PARKING ANYTIME – starting at a point 100 feet east of the east curbline of Yale Avenue, east to a point 20 feet west of the west curbline of Woodmere Boulevard.
- GLEN DRIVE (TH 126/16) North Side – NO PARKING ANYTIME – starting at a point 137 feet west of the west curbline of Longacre Avenue, west for a distance of 24 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 twenty-six of two thousand sixteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- BALDWIN MERRICK ROAD (TH 325/14) North Side – NO STOPPING HERE TO CORNER – starting from the east curbline of Grand Avenue, west for a distance of 65 feet. (Adopted 11-25-14)
- ROOSEVELT EAST GREENWICH AVENUE (TH 244/00) North Side – NO STOPPING HERE TO CORNER – starting from the east curbline of Nassau Road, east for a distance of 38 feet. (Adopted 08-08-00)
- EAST GREENWICH AVENUE (TH 197/69) North Side – NO STOPPING POLICE CARS ONLY – starting at a point 38 feet east of the east curbline of Nassau Road, east for a distance of 20 feet. (Adopted 6/24/69)
- WOODMERE ETON ROAD (TH 629/15) North Side – NO PARKING ANYTIME – starting at a point 100 feet east of the east curbline of Yale Avenue, east for a distance of 140 feet. (Adopted 02-09-16)

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

CASE NO. 29479

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. 45-2016, 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 May 24, 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. 45-2016, 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 # 28

Case # 29479

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 24th day of May, 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:

- | | |
|-----------|---|
| BALDWIN | GRAND AVENUE (TH 30-16) STOP – all traffic traveling westbound on Smith St. shall come to a full stop. |
| ELMONT | LOUIS AVENUE (TH 141/16) – STOP - all traffic traveling westbound on Pelham St. shall come to a full stop.

LOUIS AVENUE (TH 141/16) – STOP - all traffic traveling eastbound on Pelham St. shall come to a full stop

WEBSTER STREET (TH 143/16) STOP - all traffic traveling northbound on Crown Ave. shall come to a full stop.

WEBSTER STREET (TH 143/16) STOP - all traffic traveling southbound on Crown Ave. shall come to a full stop. |
| ROOSEVELT | WASHINGTON AVENUE (TH 94/16) – STOP – all traffic traveling northbound on Centre Street shall come to a full stop.

WASHINGTON AVENUE (TH 94/16) – STOP – all traffic traveling southbound on Horace Ave. shall come to a full stop.

WASHINGTON AVENUE (TH 94/16) – STOP – all traffic traveling northbound on Spring Street shall come to a full stop. |
| WANTAGH | BRITTON STREET (TH 135/16) STOP – all traffic traveling eastbound on Carrollton Ave. shall come to a full stop.

BRITTON STREET (TH 135/16) STOP – all traffic traveling westbound on Carrollton Ave. shall come to a full stop.

TARDY LANE NORTH (TH 138/16) STOP – all traffic traveling southbound on Trellis Lane shall come to a full stop. |
| SEAFORD | DARBY LANE (TH 105/16) STOP – all traffic traveling northbound on Nelson Avenue shall come to a full stop. |

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

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

Dated: May 10, 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 twenty-seven of two thousand sixteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

- BALDWIN GRAND AVENUE (TH 30-16) STOP – all traffic traveling westbound on Smith St. shall come to a full stop.
- ELMONT LOUIS AVENUE (TH 141/16) – STOP - all traffic traveling westbound on Pelham St. shall come to a full stop.
- LOUIS AVENUE (TH 141/16) – STOP - all traffic traveling eastbound on Pelham St. shall come to a full stop
- WEBSTER STREET (TH 143/16) STOP - all traffic traveling northbound on Crown Ave. shall come to a full stop.
- WEBSTER STREET (TH 143/16) STOP - all traffic traveling southbound on Crown Ave. shall come to a full stop.
- ROOSEVELT WASHINGTON AVENUE (TH 94/16) – STOP – all traffic traveling northbound on Centre Street shall come to a full stop.
- WASHINGTON AVENUE (TH 94/16) – STOP – all traffic traveling southbound on Horace Ave. shall come to a full stop.
- WASHINGTON AVENUE (TH 94/16) – STOP – all traffic traveling northbound on Spring Street shall come to a full stop.
- WANTAGH BRITTON STREET (TH 135/16) STOP – all traffic traveling eastbound on Carrollton Ave. shall come to a full stop.
- BRITTON STREET (TH 135/16) STOP – all traffic traveling westbound on Carrollton Ave. shall come to a full stop.
- TARDY LANE NORTH (TH 138/16) STOP – all traffic traveling southbound on Trellis Lane shall come to a full stop.
- SEAFORD DARBY LANE (TH 105/16) STOP – all traffic traveling northbound on Nelson Avenue shall come to a full stop.

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

CASE NO. 29480

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION
197-15 OF THE CODE OF THE TOWN OF
HEMPSTEAD TO INCLUDE "PROHIBITION OF LEFT
TURNS" 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 197-15 of the Code of the Town of Hempstead entitled "PROHIBITION OF LEFT TURNS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 46-2016, Print No. 1 to amend the said Section 197-15 of the Code of the Town of Hempstead to include "PROHIBITION OF LEFT TURNS" 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 May 24, 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. 46-2016, Print No. 1, to amend Section 197-15 of the Code of the Town of Hempstead to include "PROHIBITION OF LEFT TURNS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

29

Case #

29480

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 24th day of May, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-15 of the code of the Town of Hempstead to INCLUDE "PROHIBITION OF LEFT TURNS" at the following location:

BALDWIN

SMITH STREET (TH 30-16) NO LEFT TURN – between Grand Ave. & Marion Pl. All traffic traveling westbound on Smith Street shall be prohibited from executing a left turn maneuver.

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: May 10, 2016
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

Nasrin G. Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash fifteen 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 "PROHIBITION OF LEFT TURNS" 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 fifteen 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 forty-five of two thousand fifteen is hereby amended by including therein "PROHIBITION OF LEFT TURNS" at the following locations:

BALDWIN

SMITH STREET (TH 30-16) NO LEFT TURN – between Grand Ave. & Marion Pl. All traffic traveling westbound on Smith Street shall be prohibited from executing a left turn maneuver.

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

CASE NO.

RESOLUTION NO.

Adopted:

Mr. _____ offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 96 OF THE CODE OF THE TOWN OF HEMPSTEAD INSOFAR AS TO CREATE A NEW SECTION 96-5.1 THEREOF, IN RELATION TO ESTABLISHING FEES FOR CERTAIN OFF-STREET PARKING DEFICIENCIES AT PLACES OF PUBLIC ASSEMBLY

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

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Chapter 96 of the Code of the Town of Hempstead insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly; and

WHEREAS, _____ has introduced a local law known as Intro. No. _____ -2016, Print No. 1, for the amendment of the Code of the Town of Hempstead as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the _____ day of _____, 201 , at _____ o'clock in the _____ of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. _____ -2016, Print No. 1, for the amendment of Chapter 96 of the Code of the Town of Hempstead insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the bulletin board maintained by him for that purpose in the Town Hall not less than three nor more than thirty days prior to the date of said hearing.

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

AYES:

NOES:

Item # 30
Case # 15211

Intro No.

Print No.

Town of Hempstead

A local law to amend chapter 96 of the code of the town of Hempstead insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly.

Introduced by:

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

Section One. Chapter 96 of the code of the town of Hempstead is amended insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly, to read as follows:

§ 96-5.1. Fees for certain off-street parking variances.

- A. Each place of public assembly which shall commence initial and lawful operation after the effective date of this section, and which has received a variance from the Board of Appeals, authorizing operation with less than the number of off-street parking spaces required under the Building Zone Ordinance, shall be obligated, prior to issuance of an initial public assembly license, to pay to the Department of Buildings the fee of \$3,000 for each required off-street parking space waived by the Board of Appeals, except that no such payment shall be required for the first five parking spaces waived.
- B. This obligation shall not apply in the case of off-street parking variances granted in connection with applications for alterations or expansions of places of public assembly that are lawfully in operation on the effective date of this section, for so long as there shall be no change of the type of public assembly use operating at the time of the grant.
- C. All fees collected hereunder shall be transferred to the Department of General Services and devoted to the increase and improvement of public parking fields in the Town.

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

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 the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the day of

 , 201 , at o'clock in the
noon of that day, to consider the enactment of a local law to amend Chapter 96 of the Code of the Town of Hempstead insofar as to create a new section 96-5.1 thereof in relation to establishing fees for certain off-street parking deficiencies at places of public assembly.

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
 , 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the _____ day of _____, 2016, at _____ o'clock in the _____ of that day, to consider the enactment of a local law to enact a new section 128-61-1 of Chapter 128 of the Code of the Town of Hempstead, in relation to Foreclosures, Undertakings and Maintenance of Premises.

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
 , 2016

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

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Intro. No.

Print No.

Town of Hempstead

A local law to enact a new section 128-61-1 of Chapter 128 of the Code of the Town of Hempstead, in relation to Foreclosures, Undertakings and Maintenance of Premises.

Introduced by:

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

Section 1. Article V of Chapter 128 of the code of the town of Hempstead, as constituted by local law number fifty-eight of nineteen hundred eighty-nine, hereby is amended to enact a new section 128-61-1, and shall henceforth read as follows:

Chapter 128
Garbage and Rubbish

* * *

§ 128-61-1 Foreclosures; Undertaking.

Legislative Intent: When residential properties in the Town of Hempstead fall vacant and become the subject of foreclosure actions, they frequently become neglected and overgrown with grass, weeds and rubbish, creating an unsightly appearance in the surrounding residential area and detracting from the use, enjoyment and value of surrounding properties. The Town of Hempstead is committed to using all legal avenues to proactively address these adverse conditions, to alleviate the burden these vacant properties impose on neighboring residents. This new section 128-66-1 places the financial burden on any person, business, organization, bank or lender who commences a foreclosure action against any vacant residential property in the Town of Hempstead to deposit funds with the Town after the foreclosure action is commenced, for use in achieving prompt remediation, if or when it shall occur. This new law is clearly in the public interest. It will help deter violations by creating a financial disincentive against allowing the property to lie fallow and unmaintained. It will help to expedite remediation of overgrown grass, weeds and rubbish, when they occur. It will also help avoid substantial outlays of public funds in accomplishing same.

A. Any person, business, organization, bank or lender who commences a foreclosure action against a residential property (improved with a single-family, two-family or multiple family residence) that has become vacant shall provide to the Town of Hempstead an undertaking in the form of cash, a cash bond,

or a letter of credit acceptable to the Town Attorney, in the sum of \$25,000.00, to secure the continued maintenance of the property free of any violations of section 128-61-1 of this Chapter, during the entire time that vacancy shall exist, as determined by the Commissioner of Sanitation. When the foreclosure action is finally discontinued, any unused funds shall be returned.

B. It shall be unlawful for any such person, business, organization, bank or lender to fail to properly deposit such cash, a cash bond, or a letter of credit within 45 calendar days after the foreclosure action is commenced.

C. In the event that the Commissioner of Sanitation determines that any property referenced in paragraph "A" above is being maintained in violation of section 128-61-1 of this Chapter, then in addition to or in lieu of any other enforcement remedy at his disposal, the Commissioner may utilize the deposited funds to pay the full and actual cost of actions necessary to eliminate the violation.

D. In the event that any such funds are utilized as set forth above, such person, business, organization, bank or lender shall restore it to the full amount referenced in paragraph "A" above, within 15 calendar days after written demand by the Town of Hempstead, sent by regular mail and certified mail, return receipt requested to such person, business, organization, bank or lender at an address designated by them for service of notices, or else to their last known address. It shall be unlawful for such person business, organization, bank or lender to fail to timely restore funds as required herein.

E. In the event that the Commissioner of Sanitation determines that any property referenced in paragraph "A" above is being maintained in violation of section 128-61-1 of this Chapter and no cash, cash bond, or letter of credit acceptable to the Town Attorney has been provided or replenished as required by paragraphs A or D above, then in addition to or in lieu of any other enforcement remedy at his disposal, the Commissioner may serve a written demand upon such person, business, organization, bank or lender to provide the required cash, cash bond, or letter of credit acceptable to the Town Attorney, within 10 days after the date of such written demand, subject to the following:

(1) The 45 day time allotment of paragraph B hereof is superceded;

(2) The written demand shall be served in any manner authorized to obtain personal service under Article 3 of the Civil Practice Law and Rules of the State of New York, or otherwise at applicable law; and

(3) In the event that no cash, cash bond, or letter of credit acceptable to the Town Attorney has been provided or replenished as required by paragraphs A or D above, within 10 days after the date of such written demand, then such person, business, organization, bank or lender shall be subject to fines of up to triple the maximum amount set forth under section 128-65.A of this Chapter, with each calendar day of failure to timely provide same constituting a separate additional offense, as set forth under section 128-65.B of this Chapter.

F. If any provision of this section 128-66-1 is declared unenforceable for any reason by a court of competent

jurisdiction, such declaration shall affect only that provision, and shall not affect the remainder of this section, which shall remain in full force and effect.

G. This section 128-66-1 shall apply to all foreclosures commencing after the effective date of this local law. It is to be considered remedial legislation and shall be liberally construed so that substantial justice is done.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MATTHEW ABRUZZO AS
MAINTENANCE MECHANIC II, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Matthew Abruzzo, now serving as Maintenance Electrician, in the Department of Parks and Recreation, be and hereby is appointed Maintenance Mechanic II, Non Competitive, Grade 14, Step 12 (M), Salary Schedule C, \$86,031, 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 May 11, 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 CHRISTOPHER BAUER AS
ADMINISTRATIVE TRAINEE IN THE
DEPARTMENT OF PARKS AND RECREATION,
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 Christopher Bauer has passed the examination for the position of Administrative Trainee, Civil Service List No. 65-951, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Christopher Bauer be and hereby is appointed Administrative Trainee, Competitive, Permanent, Grade 16, Start Step (A), Salary Schedule D, \$50,858, in the Department of Parks and Recreation, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective May 11, 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: REASSIGNMENT OF TIMOTHY BOTTIGLIERI,
OFFICE AIDE, FROM THE DEPARTMENT OF
GENERAL SERVICES, TRAFFIC CONTROL
DIVISION TO THE DEPARTMENT OF
GENERAL SERVICES, BUILDINGS AND
GROUNDS DIVISION.

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

RESOLVED, that Timothy Bottiglieri, Office Aide, Non
Competitive be and hereby is reassigned from the Department of General Services, Traffic Control
Division to the Department of General Services, Buildings and Grounds Division, with no change in
salary, by the Commissioner of the Department of General Services and ratified by the Town Board of
the Town of Hempstead effective May 9, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DANIEL DIMATTEO AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF SANITATION.

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

RESOLVED, that Daniel DiMatteo, now serving as Recycling Worker I,
in the Department of Sanitation, be and hereby is appointed Labor Crew Chief I, Non Competitive,
Grade 13, Step 11 (L), Salary Schedule C, \$79,537, 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 May 11, 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 ELLISON AS
AUTOMOTIVE SHOP SUPERVISOR, IN THE
DEPARTMENT OF SANITATION, 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 Thomas Ellison has passed the examination for the position of Automotive Shop Supervisor, Civil Service List No. 71-982, and is eligible for appointment thereto, NOW, THEREFORE,
BE IT

RESOLVED, that Thomas Ellison, now serving as Assistant Automotive Shop Supervisor, Competitive, Permanent, in the Department of Sanitation, be and hereby is appointed Automotive Shop Supervisor, Competitive, Permanent, Grade 22, Step 11 (L), Salary Schedule C, \$109,290, from the civil service list, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective May 11, 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 ROGER FRAILE,
LABOR CREW CHIEF II, IN THE DEPARTMENT
OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Roger Fraile, Labor Crew Chief II, in the Department of Parks and Recreation, be and hereby is increased to Grade 15, Step 4 (E), Salary Schedule D, \$60,381, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective May 11, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PATRICK GAFFNEY
AS CLEANER I, IN THE DEPARTMENT OF
GENERAL SERVICES, BUILDINGS AND
GROUNDS DIVISION.

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

RESOLVED, that Patrick Gaffney be and hereby is appointed Cleaner I, Labor Class, Grade 8, Start Step (A), Salary Schedule D, \$39,858, 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 27, 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 MICHAEL GORDON JR
AS LABORER I, IN THE DEPARTMENT OF
HIGHWAY.

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

RESOLVED, that Michael Gordon Jr. be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 May 11, 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 WILLIAM
MALONE, EQUIPMENT CREW CHIEF, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for William Malone, Equipment Crew Chief, in the Department of Sanitation, be and hereby is increased to \$95,274, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective May 11, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF MAUREEN MELTZER, OFFICE SERVICES SUPERVISOR, FROM HOUSING AUTHORITY TO THE TOWN OF HEMPSTEAD, DEPARTMENT OF URBAN RENEWAL.

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

RESOLVED, that Maureen Meltzer, Office Services Supervisor, be and hereby is transferred from Housing Authority to the Town of Hempstead, Department of Urban Renewal, Competitive, Permanent Ungraded, at an annual salary of \$69,391, by the Acting Director of the Department of Urban Renewal and ratified by the Town Board of the Town of Hempstead, effective May 2, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR CSABA
NOVOGRADE CZ, LABOR CREW CHIEF I, IN
THE DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Csaba Novogradecz, Labor Crew Chief I, in the Department of Sanitation, be and hereby is increased to Grade 13, Step 6 (G), Salary Schedule C, \$61,116, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective May 11, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY RODRIGUEZ
AS COMMUNITY RESEARCH ASSISTANT,
IN THE DEPARTMENT OF INFORMATION
AND TECHNOLOGY.

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

RESOLVED, that Anthony Rodriguez be and hereby is appointed
Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$67,000, in
the Department of Information and Technology, by the Commissioner of the Department of
Information and Technology and ratified by the Town Board of the Town of Hempstead effective
May 11, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF BRITTANY ZAJACK, CLERK
LABORER, FROM THE DEPARTMENT OF
SANITATION TO THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Brittany Zajack, Clerk Laborer, be and
hereby is transferred from the Department of Sanitation to the Department of Parks and Recreation,
with no change in salary, by the Commissioner of the Parks and Recreation and ratified by the Town
Board of the Town of Hempstead effective May 11, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be
terminated.

AYES:

NOES: