

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 21st day of June, 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:

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| BELLMORE
Section 202-15 | FREDERICK AVENUE (TH 196/16) North Side – TWO HOUR PARKING 7 am to 7 PM EXCEPT SUNDAYS and HOLIDAYS – starting at the west curblin e of Centre Avenue, west for a distance of 266 feet. |
| LEVITTOWN
Section 202-23 | RED MAPLE DRIVE NORTH (TH 187/16) South Side – NO STOPPING ANYTIME – starting at a point 30 feet east of the east curblin e of Wantagh Avenue, east to the west curblin e of Red Maple Drive West. |
| POINT LOOKOUT
Section 202-3 | LIDO BLVD. (TH 547/15) North Side – ONE HOUR PARKING 8 AM to 7 PM – starting at a point 80 feet west of the west curblin e of Lynbrook Ave., west to a point 90 feet east of the east curblin e of Inwood Ave. |
| SEAFORD
Section 202-4 | ARTHUR STREET (TH 154/16) North Side – 15 MINUTE PARKING 7 AM to 6 PM MONDAY thru FRIDAY – starting at a point 30 feet west of the west curblin e of Cecilia Street, west for a distance of 20 feet. |
| WANTAGH
Section 202-10 | BEECH STREET (TH 169/16) West Side – TWO HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS – starting at a point 282 feet south of the south curblin e of Austin Avenue, south for a distance of 38 feet.

DOVER ROAD (TH 9/16) East Side – THREE HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at the north curblin e of Roxbury Avenue, north for a distance of 96 feet.

DOVER ROAD (TH 9/16) East Side – THREE HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 182 feet north of the north curblin e of Roxbury Avenue, north for a distance of 184 feet. |

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

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| BELLMORE
Section 202-15 | FREDERICK AVENUE (TH 491/81) North Side – TWO HOUR PARKING 7 A.M. to 7 P.M. EXCEPT SUNDAYS and HOLIDAYS – starting at the west curblin e of Centre Avenue west for a distance of 136 feet. (Adopted 2/23/82)

FREDERICK AVENUE (TH 491/81) North Side – TWO HOUR PARKING 7 A.M. to 7 P.M. EXCEPT SUNDAYS and HOLIDAYS – starting at a point 164 feet west of the west curblin e of Centre Avenue, west for a distance of 116 feet. (Adopted 2/23/82) |
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Case # 29491

BELLMORE
Section 202-15

MIDWOOD AVENUE (TH 240/92) West Side – NO PARKING
9 P.M. to 4 A.M. – starting at the north curblineline of Merrick Road,
north for a distance of 130 feet. (Adopted 10/27/92)

POINT LOOKOUT
Section 202-3

GARDEN CITY AVENUE (TH 141/13) West Side – NO
PARKING ANYTIME – starting at a point 70 feet north of the
north curblineline of Lido Boulevard, north to the south curblineline of
Bayside Drive. (Adopted 6/18/13)

HEWLETT AVENUE (TH 179/67) (TH 633/67) West Side –
ONE HOUR PARKING – starting at the south curblineline of Lido
Boulevard, south for a distance of 100 feet. (Adopted 4/16/68)

LIDO BLVD (TH 547/15) South Side – TWO HOUR PARKING
8 AM to 7 PM – from the east curblineline of Inwood Ave., east to the
west curblineline of Lynbrook Ave. (Adopted 4/26/16)

LIDO BLVD. (TH 57/71) North Side – ONE HOUR PARKING
8 AM to 7 PM – starting at a point 80 feet west of the west
curblineline of Lynbrook Ave., west to the east curblineline of Inwood
Ave. (Adopted 4/27/71)

WANTAGH
Section 202-10

DOVER ROAD (TH 9/16) West Side – THREE HOUR
PARKING 7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS
& HOLIDAYS – starting at a point 169 feet south of the south
curblineline of Clifton Boulevard, south for a distance of 39 feet.
(Adopted 4/12/16)

DOVER ROAD (TH9/16) West Side – THREE HOUR PARKING
7 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS – starting at a point 169 feet south of the south
curblineline of Clifton Boulevard, south for a distance of 39 feet.
(Adopted 4/12/16)

WEST HEMPSTEAD
Section 202-20

ALTON ROAD – SOUTH SIDE – ONE HOUR PARKING 8 AM
to 5 PM, EXCEPT SUNDAYS – starting at a point 30 feet east of
the east curblineline of Dogwood Avenue, east for a distance of 296
feet. (Adopted 6/23/59)

ALTON ROAD – NORTH SIDE – ONE HOUR PARKING 8 AM
to 5 PM, EXCEPT SUNDAYS – starting at a point 30 feet east of
the east curblineline of Dogwood Avenue, east for a distance of 296
feet. (Adopted 6/23/59)

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: June 7, 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 21st day of June, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

ELMONT	KIEFER AVENUE (TH 13/16) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Doherty Ave., west for a distance of 30 feet.
FRANKLIN SQUARE	CAROLINE AVENUE (TH 595/15) West Side – NO STOPPING ANYTIME – starting at a point 66 feet north of the north curbline of Hempstead Turnpike, north for a distance of 99 feet.
WESTBURY	STEWART AVENUE (TH 175/16) South Side – NO STOPPING ANYTIME – starting at the east curbline of Salisbury Park Drive, east for a distance of 215 feet.

ALSO, to REPEAL from Section 202-1 "PARKING OR STANDING PROHIBITIONS" at the following location:

ELMONT	KIEFER AVENUE (TH 13/16) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Dorothy Ave., west for a distance of 30 feet. (Adopted 4/26/16)
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The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

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

Dated: June 7, 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 # 29496

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 21st day of June, 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:

WANTAGH

SAND HILL ROAD (TH 195/16) STOP – all traffic traveling northbound on Wayside Lane (west leg) shall come to a full stop.

SAND HILL ROAD (TH 195/16) STOP – all traffic traveling northbound on Wayside Lane (east leg) shall come to a full stop

SEAFORD AVENUE (TH 163/16) STOP – all traffic traveling westbound on Locust 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: June 7, 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 # 29497

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 21st day of June 2016, at 10:30 a.m. in the forenoon of that day, to consider the enactment of a local law to create a new subsection 86-27H of section 86-27 of Chapter 86 of the Code of the Town of Hempstead, in relation to enhancing the authority of the Commissioner of Buildings to expedite the securing of unsafe buildings that are in foreclosure. 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
May 24, 2016

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

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Case # 14509

Town of Hempstead

A local law to create a new subsection 86-27H of section 86-27 of Chapter 86 of the Code of the town of Hempstead, in relation to enhancing the authority of the Commissioner of Buildings to expedite the securing of unsafe buildings that are in foreclosure.

Introduced by:

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

Section One. Chapter 86 of the code of the town of Hempstead is amended insofar as to add a new subsection 86-27H to section 86-27 thereof, in relation to enhancing the authority of the Commissioner of Buildings to expedite the securing of unsafe buildings that are in foreclosure, to read as follows:

Chapter 86
Building Construction Administration

§ 86-27. Unsafe buildings.

H. The funds deposited with the Town as an undertaking pursuant to Chapter 128-61-1 or Chapter 128-61-2 of the Town Code may be used by the Commissioner of Buildings to remedy any unsafe condition existing at a foreclosure property which is the subject of the undertaking, and in that event, the utilized funds shall be replenished as provided in such sections, in the same manner and under the same requirements as if the funds had been used by the Commissioner of Sanitation, as provided therein.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 21st day of June, 2016, at 10:30 a.m. in the forenoon of that day, to consider the enactment of a local law to enact a new subsection 128-61-2 of Chapter 128 of the Code of the Town of Hempstead, in relation to Non-Residential 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
May 24 2016

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

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Case # 15234

Town of Hempstead

A local law to enact a new subsection 128-61-2 of Chapter 128 of the Code of the Town of Hempstead, in relation to Non-Residential Foreclosures, Undertakings and Maintenance of Premises.

Introduced by: **Councilwoman Goosby**

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 subsection 128-61-2, and shall henceforth read as follows:

Chapter 128
Garbage and Rubbish

* * *

§ 128-61-2 Non-Residential Foreclosures; Undertaking.
Legislative Intent: When all non-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 area and detract from the use, enjoyment and value of surrounding properties and impair the ability for people to, among other things, shop, conduct commerce, attend meetings or go to school in a safe, clear, and aesthetic environment. 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 a neighborhood. This new section 128-61-2 places the financial burden on any person, business, organization, bank or lender who commences a foreclosure action against any vacant property in the Town of Hempstead not subject to the provisions of §128-61-1 of this chapter 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 property not subject to the requirements of § 128-61-1 of this Chapter (including, among other property, commercial properties) that has become vacant, or subsequent parties of such an action, 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 \$35,000.00, to secure the continued maintenance of the property free of any violations of section 128-61 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 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 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 superseded;

(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 and a minimum fine of \$500 for each day of the noncompliance until such time as that person or entity complies with the provisions of this section, or by imprisonment for not more than 15 days, or by both such fine and imprisonment., 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 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 shall apply to all non-residential 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.

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 21st day of June , 2016, at 10:30 a.m. in the forenoon of that day, to consider the enactment of a local law add a new section 62-6 of Chapter 62 of the Code of the Town of Hempstead, in relation to prohibiting the Town from entering into contracts with certain individuals or companies.

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
May 24, 2016

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

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Case # 17432

A local law to amend chapter 62 of the code of the town of Hempstead insofar as to add a new section 62-6 chapter 62 entitled "Department of Purchasing" in relation to prohibiting the town from entering into contracts with certain individuals or companies.

Introduced by: Councilwoman Goosby

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

Section One. To institute section 62-6 of the Code of the Town of Hempstead New York "Department of Purchasing" relating to the general authority, duties and procedures relative to Town Purchasing so as to prohibit the Town from entering into certain contracts with an individual or company unless such contracts contain a certification that such individual or company does not presently conduct a boycott of an economic boycott of American Allies and will not conduct such a boycott for the duration of such contract with the Town; and to exclude certain contracts from these requirements; to provide for definitions; to repeal conflicting laws; and for other purposes.

Chapter 62
Department of Purchasing

Section 62-6 WRITTEN CERTIFICATION ON CONTRACTS

A. Definitions:

- (1) BOYCOTT OF AMERICAN ALLIED NATION-means engaging in refusals to deal with, terminating activities with, or other actions that are intended to limit commercial relations with an American Allied Nation or individuals or companies doing business in an American Allied Nation or in American Allied Nation-controlled territories, when such actions are taken:
 - a. In a manner that discriminates on the basis of nationality, national origin, religion or other unreasonable basis that is not founded on a valid business reason
 - b. In compliance or adherence to calls for a boycott of an American Allied Nation other than those boycotts to which 50 U.S.C. App Section 2407[c] applies.
- (2) COMPANY-means any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, majority owned subsidiaries,

parent companies or affiliates of such entities or business associations that exists for the purposes of making profit.

- (3) AMERICAN ALLIED NATION-means
- a. Any Nation that is a member of the North Atlantic Treaty Organization
 - b. Any Country that is a signatory to the Southeast Asian Treaty Organization.
 - c. Any Country, other than Venezuela, that is a signatory to the RIO Treaty of 1947
 - d. Ireland
 - e. Israel
 - f. Japan
 - g. The Republic of Korea.

B. The Town shall not enter into a contract with an individual or company if the contract is related to construction or the provision of services, supplies or information technology unless the contract includes a written certification that such individual or company is not currently engaged in or agrees for the duration of the contract not to engage in a boycott of an American Allied Nation.

C. The Town Board shall give the vendor 30 days notice of the intent to rescind the contract. If the Town Board determines by a preponderance of the evidence that the Party to a contract has signed the certification but has engaged in a boycott as defined in subsection A of this Section of the Town Code, the Contract may be rescinded by resolution and the Town may seek reliance damages based on the signed certification not being honored.

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Hempstead on Tuesday, on the 21st day of June, 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, to consider the adoption of a new Section 77-8 of Chapter 77 of the Code of the Town of Hempstead entitled "REGULATION OF USE OF UNMANNED AIRCRAFT IN THE VICINITY OF TOWN FACILITIES"

Copies of said proposal are on file in the office of the undersigned and may be viewed during office hours.

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

Dated: Hempstead, New York

June 7, 2016.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Case # 19908

A local law to establish a new section 77-8 of chapter 77 of the code of the town of Hempstead entitled 'Public Places, Regulation Of' in relation to the establishment of policies concerning the operation of unmanned aircraft in the vicinity of Town of Hempstead facilities

Introduced by: Councilwoman Goosby

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

Section One. To institute section 77-8 of chapter 77 of the Code of the Town of Hempstead New York establishing policies and regulations relative to the use of unmanned aircraft in the vicinity of Town of Hempstead facilities; to provide for definitions; to describe permit application procedures; to establish prohibitions and exceptions; to repeal conflicting laws; and for other purposes.

Chapter 77
PUBLIC PLACES, REGULATION OF

Section 77-8 REGULATION OF USE OF UNMANNED AIRCRAFT IN THE
VICINITY OF TOWN FACILITIES

A. Legislative Intent

- 1) The Town Board of the Town of Hempstead has determined that there has been a proliferation of the use of Unmanned Aircraft Systems (commonly known as 'Drones' and 'model aircraft') (UAS) in and around the Town of Hempstead. The Town Board also finds that the flying of these drones presents a noisy and potentially dangerous condition to the public and wildlife that may be present at Town facilities and that drone use at Town facilities is inconsistent with the establishment and maintaining of a safe and pleasing public environment. The Town Board further finds that it is in the public interest to limit the private use of such UAS in the vicinity of Town of Hempstead facilities.
- 2) The Town Board recognizes that the Federal Aviation Administration has authority to regulate the use of UAS by public entities as well as UAS used for commercial purposes and that no person shall operate a UAS for commercial purposes without the express permission of the FAA.

B. Scope; Applicability

1) Scope: The provisions of this chapter shall apply to the operation of any UAS on, near, or above any property maintained, occupied, controlled, or owned by the Town of Hempstead or any of the Town departments by any private, commercial, or business person or entity without having first sought and received approval of such use from the Town of Hempstead.

2) Applicability:

i. The provisions of this chapter do not, and are not intended to, limit, replace, or circumvent any state or federal law, code, or regulation but, rather, are intended to supplement such legislation.

ii. Should any provision of this chapter be in conflict with any applicable state or local law, ordinance, code, or regulation, the more restrictive provision or requirement shall prevail.

C. Presumption

1) For purposes of this chapter, the following rebuttable presumption shall apply: The possession by any person of a UAS while on or in the vicinity of any Town of Hempstead facility creates the presumption that such UAS has been used in violation of this chapter subjecting the possessor of such UAS to all penalties provided for herein.

D. Definitions

1) The term 'Unmanned Aircraft System' shall be understood to mean any mechanical device which is airborne or may be caused to be airborne, including model airplanes and drones as well as any other similar mechanical device that is controlled by radio transmitter.

2) The term 'Town Facility' shall be understood to mean any park, beach, cemetery, building, repair facility, under the ownership or control of the Town of Hempstead as well as any public area under the use or control of the Town of Hempstead.

E. Enforcement

1) All employees of the Department of Buildings, the Department of Sanitation, the Department of Highways, and the Department of Public Safety who are now or hereafter charged with the responsibility to perform inspection and/or enforcement duties with regard to the laws, codes, ordinances, rules and regulations within the general jurisdiction of their respective departments are hereby further empowered to enforce the provisions of this chapter and to

issue appearance tickets returnable in the District Court of Nassau County for violations thereof.

F. Penalties for Offenses

- 1) First Offense: \$500.00 fine or 15 days in jail or both plus the cost of permit
- 2) Second Offense within 1 year of first offense: \$1,000.00 fine or 15 days in jail or both plus the cost of permit
- 3) Third Offense within 18 months of first offense: \$1,500.00 fine or 15 days in jail or both plus the cost of permit

G. Permits

- 1) Anyone seeking issuance of a Special Exception permit to operate a UAS, not otherwise permitted by other governmental authority, shall file an application with the Town Clerk on forms provided by the Town Clerk and pay the proscribed fee.
- 2) Filing Period: An application for a permit shall be filed with the Town Clerk not less than 15 days or more than 30 days prior to the date upon which the applicant proposes to conduct the activity.
- 3) Form: The application for a permit shall set forth the following information:
 - i. The name, address and telephone number of the person seeking to conduct such activity.
 - ii. If the activity is proposed to be conducted for, on behalf of or by an organization, the name, principal address and telephone number of the organization.
 - iii. The name, address and telephone number of the person or officers of the organization authorized to be responsible for the activity.
 - iv. The date when the activity is to be conducted.
 - v. The area over which the activity is proposed to be conducted as well as the starting point and the termination point.
 - vi. The number of persons who will be involved conducting the activity.
 - vii. The times when the activity is proposed to commence and terminate.
 - viii. The altitude of the proposed UAS flight.
 - ix. Description of any photographic, video and/or audio recording capabilities of the UAS as well as any attachments to the UAS

- 4) Waiver of Time Limitation: The Town Clerk, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than 15 days prior to the proposed activity date.
- 5) The fee for such permit shall be set by order of the Town Board of the Town of Hempstead and may be adjusted from time to time by order of the then seated Town Board.

H. Insurance Requirement

- 1) As part of the application for a permit to operate a UAS under the terms of this chapter, the applicant must provide proof of liability insurance, naming the Town of Hempstead as an additional insured, in the following minimum limits:
 - i. General Liability: \$1,000,000.00
 - ii. Bodily Injury: \$500,000.00 Individual
 - iii. Bodily Injury: \$1,000,000.00 Single Accident
 - iv. Property Damage: \$500,000.00

I. Standards for Issuance: The Town Clerk, upon consultation with the Commissioner and approval of the Town Board, shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, (s)he finds that:

- 1) The proposed activity will be orderly in character and not tend to disturb the public peace.
- 2) The conduct of the activity will not interrupt the providing of normal emergency services in the area.
- 3) The conduct of the activity will not interrupt the safe and orderly movement of traffic.

J. Alternative Permit

- 1) The Town Board, in denying an application for a Special Exception permit, shall be empowered to authorize the conduct of the activity on a date, at a time different from that designated by the applicant. An applicant desiring to accept an alternate permit shall, within three days after notice of the action of the Town Board, file a written notice of acceptance with the Town Clerk. An alternate permit shall conform to the requirements of a permit under this chapter.

K. Notice to Town and other Officials

- 1) Immediately upon the issuance of a permit, the Town Clerk shall send a copy thereof to the following:
 - i. The Supervisor

- ii. The Councilmember(s) representing the district in which the activity will take place
- iii. The Commissioner of Parks and Recreation
- iv. The Commissioner of the Department of Public Safety
- v. The Commissioner of Buildings
- vi. The Commissioner of Sanitation
- vii. The Commissioner of Conservation and Waterways

L. Form of Permit

- 1) Each permit shall contain the following information:
 - i. The name and address of the person granted the permit.
 - ii. The name of the manufacturer, model number, and serial number of the UAS to be flown
 - iii. Description of any photographic, video and/or audio recording capabilities of the UAS as well as any attachments to the UAS
 - iv. The date the activity is to be conducted
 - v. The assembly area, the starting point and the termination point of the activity
 - vi. The starting time and the approximate time the activity is to terminate.
 - vii. The area in and over which the UAS will be operated

M. Duties of Permittee

- 1) A permittee hereunder shall comply with all permit terms and conditions and with all applicable laws and ordinances.
- 2) The person granted the permit shall have the permit in his/her immediate possession at all times during the conduct of the activity and shall display the same upon demand of any person authorized to enforce this chapter.

N. Conduct of Permittee

- 1) Permittee shall operate the authorized UAS in a manner consistent with the permit issued by the Town of Hempstead.

O. Exceptions

The above prohibition shall not apply to the use of drones where the same is authorized by license or permit under the laws and regulations of the United States of

America, the State of New York, or under the regulations of the Town of Hempstead, or as a function for which permission has been previously granted by the appropriate governing body, board, agency or commission having authority to grant such permissions.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of June, 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:

BETHPAGE

RAEMAR COURT - north side, starting at a point 43 feet west of the west curbline of North Wantagh Ave., west for a distance of 19 feet.
(TH-148/16)

EAST ATLANTIC BEACH

MALONE AVENUE - west side, starting at a point 570 feet south of the south curbline of Beech Street, south for a distance of 20 feet.
(TH-120/16)

EAST MEADOW

FRANKLIN AVENUE - east side, starting at a point 102 feet north of the north curbline of Fourth Street, north for a distance of 20 feet.
(TH-133/16)

ELMONT

NEWS AVENUE - south side, starting at a point 144 feet east of the east curbline of Oakley Avenue, east for a distance of 20 feet.
(TH-125/16)

TIMES AVENUE - north side, starting at a point 207 feet east of the east curbline of Meacham Avenue, east for a distance of 20 feet.
(TH-161/16)

OCEANSIDE

ILLONA AVENUE - west side, starting at a point 1518 feet west then south of the west curblineline of Oceanside Road east, south for a distance of 20 feet. (TH-136/16)

MERRIFIELD AVENUE - north side, starting at a point 236 feet west of the west curblineline of Yost Blvd., west for a distance of 20 feet. (TH-131/16)

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

ELMONT

TRAVIS AVENUE - east side, starting at a point 53 feet north of the north curblineline of Sweetman Avenue, north for distance of 20 feet. (TH-1/96 - 6/18/96) (TH-155/16)

"L" STREET - north side, starting at a point 58 feet west of the west curblineline of Kirkman Avenue, west for a distance of 20 feet. (TH-507/07 - 1/22/08) (TH-147/16)

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

Dated: Hempstead, New York
June 7, 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

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 21st day of June, 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 made by Hewlett Bay Fire District, to contact for the furnishing of fire protection services within the West Sunbury Fire Protection District for a four year period commencing January 1, 2014 and expiring December 31, 2017, for the annual sums of \$368,873.00 for the year 2014; \$372,562.00 for the year 2015; \$376,288.00 for the year 2016; and \$380,051.00 for the year 2017.

Said 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
June 7, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Case # 6743

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on June 21st at 10:30 in the forenoon of that day for the purpose of considering the application of 135F REALTY CORP. for variance from provisions of "GSS" Ordinance maintain existing service station with automobile repair garage, remove & replace fuel dispensers, install two canopies with columns & footings, install concrete islands, operate snack shop for the sale of petroleum & non petroleum related products & operate self- service, located on the following described premises at BELLMORE, New York:

An irregular shaped parcel located on the n/e/c of Bellmore Ave. & Newbridge Rd. w/frontage of approx. 146' along Bellmore Ave. & frontage of approx. 107' along Newbridge Rd. situated in Bellmore, New York, County of Nassau, State of New York

Maps pertaining to said proposal is on file with the application above mentioned in the Office of the undersigned and may be viewed during office hours.

All persons interested in the subject matter will be given an opportunity to be heard at the time and place above designated.

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

ANTHONY J. SANTINO
SUPERVISOR

NASRIN G. AHMAD
TOWN CLERK

Dated: June 7, 2016
Hempstead, N.Y.

Case # 8075

Town of Hempstead

A local law to repeal and reenact chapter one hundred eighty-three of the code of the Town of Hempstead to be entitled, "Tow Cars."

Introduced by:

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

Section One. Effective one-hundred and twenty days (120) after the adoption of a resolution passing this ordinance, Chapter one hundred eighty-three of the code of the town of Hempstead is hereby repealed and reenacted to read as follows:

Chapter 183

Tow Cars

- \$183-0. Legislative Intent
- \$183-1. Definitions and Word Usage.
- \$183-2. Tow Car Owner Application and License Requirements.
- \$183-3. Tow Car Driver Application and License Requirements
- \$183-4. Terminal Requirements.
- \$183-5. Hearings, Suspensions, and Revocations.
- \$183-6. Powers of the Town Clerk.
- \$183-7. Fee Schedule.
- \$183-8. Tow Car Requirements.
- \$183-9. Maximum Towing, Storage, and Labor Charges.
- \$183-10. Towing Records and Authorizations.
- \$183-11. General Provisions.
- \$183-12. Removal From A Private Parking Lot.
- \$183-13. Rotation System.
- \$183-14. Penalties.
- \$183-15. Applicability.
- \$183-16. Towing Advisory Committee
- \$183-17. Severability.

\$183-0. Legislative Intent

It is hereby determined and declared that the delay in the removal of damaged and disabled motor vehicles from the public highways of the Town of Hempstead is found to result in traffic congestion, causes accidents and interferes with the free movement of the traveling public. Therefore, it is of vital importance to ensure that damaged and disabled vehicles are safely removed from the streets as promptly as possible. That motorists whose vehicles have become damaged and/or disabled, or who may have been injured in a vehicular accident, are frequently concerned with more pressing problems than the removal of their vehicles or, as a result of absence or injury, are unable to do so. That in the past, motor vehicles damaged as a result of accidents have been

towed to places where they could not be located or, when located, could not be repaired, thus causing the owner a loss of time, confusion and additional expense. That the practice commonly referred to as "chasing", wherein the tow car operator endeavors to arrive at the scene of an accident rapidly in order to obtain the tow business constitutes a clear and imminent danger to the public. That unfair competition has occurred among tow car operators and that, in the past, members of the motoring public have been victims of fraud, overcharges and similar abuses in connection with towing services.

It is further found and determined that the non-consensual removal of privately owned motor vehicles from private and publically owned parking lots has, in the past, caused extreme hardship to the owners of towed vehicles who have been unable to locate their automobiles, left stranded, frequently in unfamiliar locations, and without the ability to timely and safely secure the release/return of the vehicle. It is further determined that members of the public, faced with the unexplained disappearance of their vehicle, are frequently confused, frightened, and have been the victims of fraud and subject to exorbitant tow rates to secure the release of the vehicle. These circumstances have also imposed an improper and unnecessary burden upon local and county police departments whose members are called to assist the motorist.

Prior experience has demonstrated the needed for investigation and review of the past conduct of applicants, in the interest of promoting public safety, morals, welfare, economic well-being and highway safety. The provisions of this chapter are intended to provide for security of our citizens, residents and taxpayers upon the public highways of the Town; to safeguard members of the public against fraud; and to prevent congestion and unsafe conditions on the streets of the Town.

It is the legislative intent of this article to prevent potential abuses in the non-consensual towing of motor vehicles which have become disabled upon the public highways and streets of the Town of Hempstead and to prevent such vehicles from being towed or removed to distant or inconvenient locations, at the expense of the vehicle owner and without their prior knowledge, consent and/or authorization. It is further the intent to prohibit the imposition of exorbitant rates for emergency towing services.

It is further declared to be the legislative intent of this chapter to prevent potential abuses in the non-consensual towing for hire industry, where a motor vehicle which has been parked on private property without the authorization of the property owner might be towed or removed over the public streets, roads and highways of the Town of Hempstead, at the expense of the vehicle owner, without their prior knowledge, consent and/or authorization, and to further prevent the vehicle owner from being

charged an exorbitant rate for the towing and/or redemption of their vehicle.

It is, therefore, the purpose and intent of this chapter to establish an orderly system for the safe and expeditious removal of damaged and/or disabled motor vehicles from the roadways of the Town of Hempstead; to supervise the control and operation of non-consensual towing businesses within the Town; to ensure that towing services for the removal of damaged and disabled motor vehicles from the public highways are performed pursuant to a rotational list and are removed to locations where they may be safely and securely stored; and to protect the public from frauds, overcharges and similar abuses.

§183-1. DEFINITIONS and WORD USAGE.

A. Definitions. Unless otherwise expressly provided, for the purpose of this chapter, the following words shall have the meanings herein indicated:

ACCIDENT

Any incident or occurrence in which one (1) or more Vehicles come into contact with each other or another object, thereby causing personal injury or property damage.

AUTHORIZED AGENT

A Person, excluding the Tow Car Owner, Tow Car Driver, or any employee thereof, authorized by the owner of a Private Parking Lot to act on the owner's behalf.

BOOT or BOOTING

The act of placing on a parked Vehicle a mechanical device that is designed to be attached to the wheel or tire or other part of such Vehicle so as to prevent its movement.

COUNTY

The geographical area of the County of Nassau, including the territory contained within the City of Long Beach, the City of Glen Cove and the incorporated villages within the County of Nassau.

DISABLED VEHICLE

A Vehicle unable to be driven on the public highways or public property by its own propulsion.

FOR HIRE

Includes any incident where a fee, charge or other consideration is, directly or indirectly, imposed for towing, carrying or removing any Vehicle, and shall be inclusive of repairs made on a towed Vehicle for a consideration, although no charge is expressly imposed for the towing of such a Vehicle.

LICENSEE

Any Person licensed by the Town as either a Tow Car Owner or Tow Car Driver pursuant to this chapter.

PERSON

Includes an individual, partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity.

PRIVATE PARKING LOT

Any area or areas of private property near or contiguous to any establishment provided in connection with the premises having one or more stores, business establishments or residences and used by the public as a means of access to egress from such stores, businesses, and residences and for the parking of motor vehicles of customers, patrons, and residents of such stores, businesses and residences.

RESTRICTED OWNER'S LICENSE

A license issued to a Tow Car Owner authorizing the holder thereof to engage in Tow Car operations other than responding to the Scene Of An Accident or removing a Vehicle from the Scene Of An Accident.

RESTRICTED TOW CAR

A Tow Car authorized to engage in Tow Car operations other than responding to the Scene Of An Accident or removing a Vehicle from the Scene Of An Accident.

REVIEW BOARD

A board consisting of three individuals appointed by the Town Board who have attained the title of at least Deputy Commissioner to hear any appeal of or from the provisions of this Chapter.

SCENE OF AN ACCIDENT

An area of a street or private property where an Accident has occurred or to which a Vehicle is removed to prevent obstruction of traffic and will remain so until the Vehicle(s) is removed either under its own power or by a properly licensed Unrestricted Tow Car.

SOLICIT

To entreat, to approach with a request or plea, to strongly urge, to accost or to try to obtain by asking.

TERMINAL

Any place of business located within the County, or within a city or incorporated village located within the County, which is utilized by the Tow Car Owner for the storage of Vehicles after they have been towed and where the Tow Car Owner maintains a licensed Tow Car to respond to calls regarding Vehicles.

TOW

To move a Vehicle from public or private property by another vehicle For Hire.

TOW CAR

A vehicle which is either towing or is equipped with a crane, winch or similar device designed to raise, push, pull, remove or carry a Vehicle or the front or rear end thereof.

TOW CAR DRIVER or TOW CAR OPERATOR

Any person licensed by the Town to drive, control, direct, operate, or use a Tow Car within the enforcement jurisdiction of the Town, For Hire.

TOW CAR INSPECTOR

An agent and employee appointed by the Town Clerk of the Town, or other municipal official, whose duty it is to enforce the provisions of this chapter by the issuance of appearance tickets and to perform other duties requisite to enforcement.

TOW CAR OWNER

Includes a person, partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity which owns, leases or controls one or more Tow Cars and causes any such Tow Car to be operated within the enforcement jurisdiction of the Town, For Hire.

TOWN

The geographical area and political subdivisions of the Town of Hempstead.

UNRESTRICTED OWNER'S LICENSE

A license issued to a Tow Car Owner authorizing the holder thereof to engage in all Tow Car operations.

UNRESTRICTED TOW CAR

A Tow Car authorized to engage in all Tow Car operations.

VEHICLE

A motor vehicle, as defined in § 125 of the Vehicle and Traffic Law of the State of New York; a bus, as defined in § 104 of such law; a tractor, as defined in § 151-a of such law; a trailer, as defined in § 156 of such law; or a truck, as defined in § 158 of such law.

VEHICLE OWNER

A Person who owns or operates a Vehicle which is subject to towing or has been towed by a Tow Car Owner or Tow Car Driver.

B. Word Usage. When not inconsistent with the content, the present tense shall include the future, and words used in the plural shall include the singular and vice versa. Whenever words of the masculine or feminine gender appear they shall be deemed to refer to both male and female persons. Furthermore, the word "shall" is mandatory and the word "may" is permissive.

§183-2 TOW CAR OWNER APPLICATION AND LICENSE REQUIREMENTS.

A. Tow Car Owner's License Required. It shall be a violation of this chapter for any Person to operate, store or use any Tow Car owned or controlled by him or her or permit the same to be operated, stored or used in the Town without having first obtained and then having in force a current valid Tow Car Owner's license therefor, as hereinafter provided.

- B. Licensed Drivers Required. It shall be a violation of this chapter for any Tow Car Owner to permit a Tow Car to be operated, stored, driven or used in the Town by any person not in possession of a current and valid Tow Car Driver's license issued by the Town pursuant to § 183-3 of this chapter.
- C. Compliance with Terminal Requirements.
1. It shall be a violation of this chapter for any Tow Car Owner to own, lease, operate, or maintain a Terminal in the Town that is not in compliance with the Terminal requirements pursuant to § 183-4 of this chapter.
 2. It shall be a violation of this chapter for any Tow Car Owner to own, lease, operate, or maintain a Terminal outside of the Town but within the County that is not in compliance with the zoning laws, building laws, fire laws, local laws, and Terminal requirements of the municipality in which it is located. Such a Terminal, outside of the Town but within the County, shall also comply with § 183-4 of this chapter to the extent that such provisions do not directly conflict with the local laws of the municipality in which it is located.
- D. Application for Tow Car Owner's License.
1. Every Person who desires to be or act as a Tow Car Owner upon the public highways within the Town shall file with the Town Clerk a written application upon forms to be furnished by the Town Clerk, verified under oath, stating:
 - i. The name and address of the applicant, specifying, in the case of a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, the name and address of each member, shareholder, officer, director, partner, or principal thereof. If the applicant is a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, it shall provide to the Town Clerk with its application a copy of its certificate of incorporation and certificate of assumed name or "doing business as" certificate.
 - ii. All crimes of which the applicant and any members, shareholders, officers, directors, partners, or principals thereof, if a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, has been convicted, stating the name and location of the court and the date on which such convictions were had and the penalties imposed therefor.

- iii. The experience of the applicant in the towing of vehicles for hire.
- iv. The number of Tow Cars proposed to be operated by the applicant and a description of each such Tow Car including the make, model, year of manufacture, New York State registration number, and motor vehicle identification number thereof.
- v. The age and citizenship of the applicant and any members, shareholders, officers, directors, partners, or principals thereof, if a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity.
- vi. The address of the Terminal from which Tow Cars are proposed to be garaged and dispatched by the applicant. If the Terminal is located outside of the Town, the applicant shall:
 - a. Provide a copy of its Tow Car Owner's license issued by the municipality in which it is located, if any;
 - b. Provide documentation demonstrating that the proposed Terminal is in compliance with the zoning, building, and local laws of the municipality in which it is located, including but not limited to certificates of occupancy, permits and/or variances granted with respect to the Terminal.
- vii. All Tow Car Owner's licenses currently and previously held by the applicant issued by any other governmental entity or political subdivision within the previous five (5) years, including, in the case of a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, those held by each member, shareholder, officer, director, partner, or principal thereof. If any such Tow Car Owner's license is identified by the applicant, the applicant shall provide a copy of the license issued by the municipality.
- viii. Whether the applicant has ever been denied a Tow Car Owner's license from the Town or any other governmental entity or political subdivision, the reason for such denial, the date of such denial, and the municipality that denied the license application, including, in

the case of a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, those denied to each member, shareholder, officer, director, partner, or principal thereof.

- ix. Whether the applicant has ever had a Tow Car Owner's license revoked or suspended by the Town or any other governmental entity or political subdivision, the reason for such revocation or suspension, the date of such revocation or suspension, and the municipality that revoked or suspended the license, including, in the case of a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, those revoked or suspended against each member, shareholder, officer, director, partner, or principal thereof.
- x. Whether the applicant wishes his or her name to appear on the rotation system roster, as detailed § 183-13 of this chapter; and
- xi. Any other relevant information which the Town Clerk may require.

2. Photographs. Every individual applicant for a Tow Car Owner's license shall, at the time of submitting his or her application, submit one individual photographs of the applicant and any members, shareholders, officers, directors, partners, or principals thereof, if a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, taken within thirty (30) days prior to the date of the application, 1 1/2 inches by 1 1/2 inches in size. Such photographs must be a true likeness of the applicant and must show neck, shoulders, and uncovered head.

3. Fingerprinting. All members, shareholders, officers, directors, partners, or principals of every individual applicant for a Tow Car Owner's license shall be fingerprinted under the direction of the Town Clerk.

4. Additional Qualifications for an Unrestricted Owner's License. A Person applying for an Unrestricted Owner's License shall meet the following additional qualifications:

- i. The Tow Car Owner's Terminal maintains twenty-four-hour service to answer emergency calls regarding motor vehicles.

- ii. The Tow Car(s) of such Tow Car Owner are equipped with a lifting boom or similar device, auxiliary tow lights, a fire extinguisher, an emergency flashing light, at least three (3) flares or a comparable reflective safety device, a bag/container containing no less than ten (10) pounds of oil-absorbent material, jumper cables, and a heavy-duty broom and shovel.
- iii. Upon responding to the scene of an accident and before departing said scene, it shall be the responsibility of the Tow Car Owner to remove any and all accident debris from the roadway, including but not limited to broken glass. A Tow Car Owner, upon observation of an oil spill or leak, or any other fluid, spill, or leak, at the scene of an accident or otherwise disabled motor vehicle, shall spread oil-absorbent material over the affected area. The cost of such debris removal and oil/gas absorption materials shall be calculated and included in the schedule of maximum towing rates as detailed in § 183-9 of this chapter.

5. Workers Compensation Insurance. Every applicant shall provide certification that it has obtained and maintains Workers Compensation Insurance with an insurance carrier authorized by the New York State Workers' Compensation Board or a Certificate of Attestation of Exemption as proof of a waiver from the New York State Workers' Compensation Insurance Coverage.

E. Investigation of Application and Issuance of Tow Car Owner's License.

1. Fingerprint Investigation. Upon receipt of any application, the Town Clerk shall refer the fingerprints of the applicant to the New York State Division of Criminal Justice Service in order to perform a criminal background records investigation and for such further investigations and reports as may be deemed necessary or advisable.
2. Requisites for Issuance of License. Upon determination by the Town Clerk from the statements contained in the application for a Tow Car Owner's license, that the applicant is a fit person, possesses adequate character, experience, and responsibility, and capable of properly conducting such Tow Car business and to conform to the provisions of this chapter, the Town Clerk, upon the certification of each Tow Car proposed to be operated by the applicant pursuant to § 183-2 hereof, and the furnishing by the applicant of proof of insurance, as hereinafter provided, shall issue a license stating the name and address of the applicant, the date of the issuance thereof and the number of Tow Cars the applicant is authorized to operate; and at the same time the Town Clerk shall issue for each Tow Car licensed

hereunder a license bearing the words "licensed Tow Car," an assigned number and the year of issuance; otherwise such application shall be denied.

3. Examination or Hearing. The Town Clerk may, in his or her discretion, before the issuance of a license under § 183-2, require the applicant and any others having knowledge of the facts to submit to an examination under oath and to produce evidence relating thereto, or hold a hearing upon such application, as hereinafter provided.

F. Expiration and Renewal of a Tow Car Owner's License.

1. Expiration. Every license issued hereunder shall expire on the 30th day of June next succeeding the date of its issuance, unless sooner revoked by the Town Board, as hereinafter provided.
2. Renewal. A license issued pursuant to the terms of this chapter shall be valid for a period of one (1) year. Any Tow Car Owner seeking to renew a license issued pursuant to this chapter shall, not less than thirty (30) days prior to the expiration of its then current license, file a renewal application in the form proscribed by the Town Clerk setting forth all information required by § 183-2. If the Tow Car Owner shall file its renewal application less than thirty (30) days prior to the expiration of its then current license, its renewal application will be subject to an additional late filing fee as detailed in § 183-7 of this chapter.

G. Additional Tow Cars and Terminals.

1. Additional Tow Car(s). Every Tow Car Owner licensed under § 183-2 who desires to add to the number of Tow Cars he or she is duly licensed to operate shall file a written application, under oath, with the Town Clerk, stating:
 - i. The name and address of the Tow Car Owner;
 - ii. The Tow Car Owner's license number;
 - iii. A description of each additional Tow Car, including the make, model, year of manufacture, New York State registration number, and motor vehicle identification number thereof; and
 - iv. If the Town Clerk shall find that the Tow Car Owner is capable of properly conducting such Tow Car business and conforming to the provisions of this chapter, the Town Clerk, upon the certification of each additional Tow Car proposed to be operated by the Tow Car Owner pursuant to § 183-2 hereof, and the furnishing by the Tow Car Owner of proof of insurance, as hereinafter provided, then he or she shall issue a

supplementary Tow Car Owner's license stating the name and address of the applicant, the number of the applicant's operator's license, and the number of additional Tow Cars the applicant is authorized to operate, and the date of the issuance thereof; and, at the same time, a license for each additional Tow Car in the form as provided in § 183-2 hereof; otherwise such application shall be denied.

2. Additional Terminal(s). Every Tow Car Owner licensed under this local law who desires to add an additional Terminal shall file with the Town Clerk a written application under oath stating:
 - i. The name and address of the Tow Car Owner, specifying, in the case of a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, the name and address of each member, shareholder, officer, director, partner, or principal thereof;
 - ii. The Tow Car Owner's license number;
 - iii. The addresses of the Tow Car Owner's existing Terminal(s) and additional Terminal from which Tow Cars are proposed to be garaged and dispatched by the applicant;
 - iv. The number of Tow Cars proposed to be operated by the applicant from the additional Terminal and a description of each Tow Car including the make, model, year of manufacture, New York State registration number, and motor vehicle identification number thereof; and
 - v. If the Town Clerk shall find that the additional Terminal(s) meets the requirements for a Terminal under the provisions of this chapter, then he or she shall issue written authorization setting forth the additional Terminals, and the date thereof; otherwise such application shall be denied.
- H. Non-Transferability. The Tow Car Owner's license issued hereunder shall not be transferable.
- I. Insurance and Inspection of Vehicles.
 1. Inspection Required. No license shall be issued or renewed under § 183-2 which shall permit the use of any Tow Car unless and until it has been inspected and certified by the Town Clerk or his or her representative as conforming to the requirements of this chapter.
 - i. It shall be a violation of this chapter for a Tow Car Owner or applicant not to present the Tow Car(s) listed in the initial application or renewal

application to the Town Clerk for inspection within thirty (30) days of filing such application. Such violation shall be punishable by immediate decertification of the uninspected Tow Car, relinquishment of the Tow Car medallion, and fines pursuant to § 183-14 of this chapter.

ii. The Town Clerk shall establish additional reasonable rules and regulations for the inspection and certification of Tow Cars operated upon the streets of the Town.

2. Insurance Required. Before the issuance to any Person of a license under this section, each applicant shall file with the Town Clerk proof of insurance for the Tow Car Owner, Terminal, and each Tow Car used therein, in the form of memoranda, covering the period of the term of said license, which insurance shall be maintained in force during the period covered by the license. The memoranda shall set forth the following information:

i. Insurance Requirements. Proof of insurance covering the licensee and each vehicle as follows:

a. General Liability insurance in the amount of Five Hundred Thousand (\$500,000) Dollars per person per accident, for personal injury and property damage.

b. Automobile Liability insurance in the amount of Five Hundred Thousand (\$500,000) Dollars per person per accident, for personal injury and property damage.

ii. Garage keeper's liability. Proof of insurance covering the Licensee against garage keeper's legal liability in the minimum amount of One Hundred Twenty Five Thousand (\$125,000) Dollars, per incident, per Terminal, with no aggregate and no sub-limit per Vehicle, for property damage to Vehicles being towed by or in the care, custody and control of the Licensee.

iii. Notice of cancellation. Assurance that said insurance company shall provide the Town with thirty (30) days' prior written notice of cancellation of any policy.

iv. Agent information. Name, local address, and telephone number of the agent of the Licensee's insurance company, which company must be duly recognized by the New York State Insurance Department and licensed to do business within the State of New York.

3. The vehicle identification number of each proposed Tow Car and the address of each Terminal to be utilized by the applicant must be listed on the insurance forms provided to the Town Clerk. The vehicle registration recorded with the New York State Department of Motor Vehicles and proof of insurance for each Tow Car provided to the Town Clerk must both be in the name of the applicant or Tow Car Owner and identify the address of the Terminal from which the Tow Car will be garaged and dispatched.
 4. Cancellation. If said insurance is suspended or cancelled for any reason whatsoever, the Tow Car Owner's license and all Tow Cars registered and operated by the Tow Car Owner shall be suspended until such time as a reinstatement of said policy or memorandum of an acceptable, current and valid policy is on file with the Town Clerk.
 5. Condition of Tow Cars. Every vehicle operated upon the streets of the Town as a Tow Car shall be registered and inspected in accord with the requirements of New York State Vehicle and Traffic Law §§ 301 & 401-B, kept fit, of good appearance and in a good safe condition for towing.
- J. Violations. In the event any person is determined to have violated any of the aforementioned provisions by the Town Clerk, such person and any members, shareholders, officers, directors, partners, or principals thereof, if a partnership, unincorporated association, corporation, limited liability company, limited liability partnership, or other entity, shall be barred from reapplying for a license for two calendar years.

§183-3 TOW CAR DRIVER APPLICATION AND LICENSE REQUIREMENTS.

- A. Tow Car Driver's License Required. It shall be unlawful for any Person to operate a Tow Car For Hire in the Town as a Tow Car Driver or in connection therewith, unless such Tow Car Driver shall have first obtained a license from the Town Clerk, as hereinafter provided.
- B. Application for Tow Car Driver's License.
 1. Application Information. Every Person making application to operate a Tow Car For Hire on Town streets shall file a written, verified application for a license to drive, upon forms to be furnished by the Town Clerk setting forth the following information:
 - i. The name, address, and age of the applicant.
 - ii. A full description of the applicant including his or her color, height, weight, color of eyes and hair, any scars or marks and the nature of any physical infirmity from which he or she may suffer.

- iii. Whether or not he or she is a citizen of the United States.
 - iv. The names and addresses of the applicant's employers during the last two years prior to his or her application, if any, or if a full-time student then the name and address of such school and proof of attendance during the last two years.
 - v. All crimes of which the applicant has ever been arrested or convicted, stating the date and place of each such arrest and the name and location of the court in which and the date on which each such conviction was had and the penalty imposed therefor, including, if applicable, any certificates of relief from civil disability issued with respect to such conviction.
 - vi. The number, class, and date of issuance of the applicant's New York State Driver's License as required by the Vehicle and Traffic Law.
 - vii. Any other relevant information which the Town Clerk may require.
2. Additional Requirements. Every applicant for a Tow Car Driver's license shall, at the time of submitting his or her application, also:
- i. Submit two individual photographs of the applicant, taken within 30 days prior to the date of the application, 1 1/2 inches by 1 1/2 inches in size, and such pictures must be a true likeness of the applicant and must show only neck, shoulder and uncovered head.
 - ii. Must be in possession of a CDL Class A, B, C, or D New York State Driver's License with a Tow Car endorsement designated by the letter "W."
 - iii. Be fingerprinted under the direction and supervision of the Town Clerk.
 - iv. Provide a Department of Motor Vehicles report on his or her current New York State Driver's License.

C. Investigation of Application and Issuance of Tow Car Driver's License.

1. Investigation. Upon receipt of any application, the Town Clerk shall refer the fingerprints of the applicant to the New York State Division of Criminal Justice Service in order to perform a criminal background records investigation and for such further investigations and reports as may be deemed necessary or advisable.

2. Issuance. The Town Clerk shall issue a Tow Car Driver's license if he or she shall find that the applicant holds a valid CDL Class A, B, C, or D New York State Driver's License with a Tow Car endorsement (W) and is a fit and proper person to drive a Tow Car, considering his or her experience and character; otherwise, such application shall be denied.
- D. Expiration of Driver's License. Every Tow Car Driver's license issued under this section shall be effective as of the date of the granting thereof and shall expire on the 30th day of June next succeeding, unless sooner revoked by the Town Board, as hereinafter provided.
- E. Non-Transferability. The Tow Car Driver's license issued hereunder shall not be transferable.

§183-4 TERMINAL REQUIREMENTS.

- A. Ownership or Lease. It shall be unlawful to be a Tow Car Owner within the Town unless the Tow Car Owner owns or leases, operates, and maintains a bona fide Terminal in accordance with the provisions of this chapter. If pursuant to a written lease, the lease shall:
1. state the starting date, ending date, and duration of the lease agreement, which must be at least as long as the time period covered by the Tow Car Owner's license;
 2. state the address of the leased premises and the name and address of the landlord;
 3. be dated, executed, and notarized by both the landlord and Tow Car Owner;
 4. be prepared in a formal type-written and legible form; and
 5. be filed with the Town Clerk.
- B. Signage Requirements. The Terminal shall be identified by a legible, conspicuously displayed sign which includes the name and telephone number of the Tow Car Owner and be of a minimum size of two feet by two feet. Any sign required to be posted pursuant to this subdivision must comply with the applicable sections pertaining to signs as stated in the building zone ordinance of the municipality where the Terminal is located.
- C. No Common or Shared Terminals. No Tow Car Owner shall own, lease, license, or otherwise occupy a shared business premises or Terminal, including but not limited to storage facilities and auxiliary storage facilities, with another Tow Car Owner, Person, or business. For the purposes of this local law, each parcel of real property shall be deemed a single Terminal from which only one Tow Car Owner or Person

may operate a business. No Terminal or parcel of real property shall be designated more than once or by more than one Tow Car Owner as a Terminal under this local law. Even if more than one business, entity, certificate of assumed name or person uses any given parcel, structure, location or lot as its address, place of business, or Terminal, only one Tow Car Owner's license shall be issued and/or valid for any given parcel, structure, location or lot.

- D. Hours of Operations and Sixty Minute Release of Vehicle. The Terminal shall be regularly open to Vehicle Owners at a minimum from Monday through Friday, between the hours of 9:00 a.m. to 5:00 p.m., and must also be open on either Saturday or Sunday from 9:00 a.m. to 4:00 p.m. Regardless of the Terminal's regular hours of operation, except in those instances where an Unrestricted Tow Car Operator removes a Vehicle involved in an Accident from the Scene Of An Accident, the towed Vehicle must be released to the Vehicle Owner within sixty (60) minutes from the time the request is made by the Vehicle Owner to the Tow Car Owner, Tow Car Driver, or employee thereof, at no additional charge or fee to the Vehicle Owner, seven (7) days per week and twenty-four (24) hours per day.
- E. Security. The premises of the Terminal must be a secure place for safekeeping Vehicles, shall contain a six foot-high fenced containment area of not less than two thousand five hundred (2,500) square feet adequately secured with a self-locking gate, and Vehicles shall at all times be stored within such Terminal while the Vehicle is in the custody of the Tow Car Owner. Such Terminal shall be the premises listed and approved on the Tow Car Owner's license application filed with the Town Clerk. Such premises shall not be used by any other Person, Tow Car Owner, or Tow Car Driver for any other purpose.
- F. Onsite Facilities. The Terminal must contain an office with a telephone, a bathroom facility accessible to the public and employees, and must be staffed by an employee of the Tow Car Owner. This Terminal must have a valid certificate of occupancy from the applicable jurisdiction for such use.
- G. Must Transport Vehicle to Terminal. Unless otherwise directed in writing by the Vehicle Owner, the person in possession or control of said Vehicle, or upon the direction of a duly appointed local, county, state, or federal law enforcement officer, no Vehicle may be transported to any location other than such Terminal. No Vehicle shall thereafter be removed from said Terminal without the written consent of the Vehicle Owner or person in possession or control of the Vehicle, other than those Vehicles deemed to be abandoned pursuant New York Vehicle & Traffic Law § 1224.
- H. Knowledge and Consent. Any Vehicle stored upon a premises designated by a Tow Car Owner as his or her Terminal shall be presumed to be so stored with the full knowledge, permission and consent of said Tow Car Owner.

- I. Compliance. Notwithstanding anything set forth herein to the contrary, any licensed Tow Car Owner existing and operating within the Town as of the effective date of this ordinance shall have twelve (12) months from the effective date hereof to comply with the requirements of this section. The failure of any Tow Car Owner subject to the terms of this section to comply with the requirements of this section within twelve (12) months of the effective date hereof shall constitute a violation of this section and, in addition to the penalties provided herein, result in (i) the revocation of the Tow Car Owner's license to engage in Tow Car operations within the Town, and (ii) subject the Tow Car Owner to a fine of up to five hundred dollars (\$500) per day for each day the violation continues.
- J. The provisions of this section shall not apply to a Restricted Tow Car or Licensee issued a Restricted Owner's License which is engaged exclusively in the Towing of Vehicles pursuant to a consensual contract with the Vehicle Owner, in accordance with 49 U.S.C. § 14501. Nothing herein shall be deemed to exempt such a Restricted Tow Car or Licensee issued a Restricted Owner's License which is exclusively engaged in the business of consensual towing from any other obligation or provision of the Code of the Town of Hempstead.

§183-5 HEARINGS, SUSPENSIONS, AND REVOCATIONS.

A. Appeal Process.

1. Any applicant who shall have been denied a Tow Car Owner or Tow Car Driver's license under this chapter by the Town Clerk, or who shall have a Tow Car Owner's license or Tow Car Driver's license suspended or revoked, or who shall have been issued a license by the Town Clerk for fewer Tow Cars than the number for which application was made, may apply to the Review Board for a review of the action by the Town Clerk, as hereinafter provided:
 - i. The application to review the Town Clerk's determination shall be in writing, signed and verified by the applicant, and shall state his or her reasons for claiming that the Town Clerk's determination was erroneous.
 - ii. The application for such review must be filed with the Town Clerk within twenty (20) days of receipt by the applicant, either by mail or in person, of the denial by the Town Clerk.
 - iii. Upon the filing of such application to review, the Review Board shall hold a hearing thereon pursuant to the provisions hereinafter set forth.
 - iv. The Review Board shall, at the hearing, consider the application before the Town Clerk in relation to his or her determination and, in its discretion,

may receive new or additional evidence in support of or in opposition to the determination under review.

2. The Review Board, after such hearing, may either affirm the determination of the Town Clerk or direct him or her to issue the appropriate license, under the provisions of this chapter.

B. Hearings.

1. Whenever it shall be provided herein that a hearing shall or may be held by the Review Board, such hearing shall be held on a date and at a place and hour designated by the Review Board.
2. The Town Clerk shall give notice thereof, stating the name and address of the applicant or license holder concerned, the subject matter of the hearing and the date, place and hour thereof designated therefor, by mailing a copy thereof to the applicant or license holder concerned at the address shown upon the most recent application of such applicant or licensee, at least ten (10) days before such hearing.
3. At any hearings, the applicant or license holder involved shall be entitled to be represented by legal counsel and to present such competent and material testimony or other evidence in his or her own behalf as may be relevant to the subject matter of the hearing.
4. All witnesses shall be sworn and examined under oath.
5. The applicable burden of proof, standard of review, and rules of evidence at such a hearing shall be consistent with those utilized within Article 3 of the New State Administrative Procedure Act.

C. Suspension and Revocation of Licenses.

1. Any license issued hereunder may be suspended for a period of not more than three months or revoked by the Review Board if the holder thereof shall violate any provision of this local law, any rule or regulation adopted hereunder or any local law or ordinance of the Town or be convicted of the violation of any traffic law, ordinance or regulation of the State of New York or any municipality of the State of New York, or of any crime, or be guilty of making a false statement or misrepresentation in his or her application. Any license issued hereunder may be suspended by the Review Board if the holder thereof shall be indicted or charged upon any information which has been duly filed with the public authorities with or for the commission of any crime or offense until such time as the person licensed hereunder shall be either convicted or acquitted of such crime or offense. A license hereunder shall not be suspended or revoked by the Review Board without a

hearing having been held thereupon not less than twenty (20) days after written notice thereof shall have been given to the Licensee, either in person or by registered mail.

2. The Town Clerk, upon receiving information giving him or her reasonable cause to believe that the holder of any license issued hereunder has violated any provision of this chapter, has been convicted of any violation referred to in this chapter, has been indicted or charged with or for any crime or offense or is guilty of having made a false statement or misrepresentation in his or her application, may forthwith temporarily suspend such license until such time as a hearing is held by the Review Board, and the Review Board shall have rendered its determination thereon.
3. At the conclusion of said hearing and as a result of the evidence adduced therein, the Review Board may, in its discretion, revoke said license or, in lieu thereof, suspend the license for a specified period of time and/or censure the Licensee and/or impose a civil penalty not to exceed five thousand dollars (\$5,000).

§183-6 POWERS OF THE TOWN CLERK.

- A. Administration and Enforcement. Subject to the prior review and approval of the Town Attorney, the Town Clerk shall have the power to prescribe reasonable rules and regulations for the proper and efficient administration and enforcement of this local law.
- B. Appointment of Inspectors. The Town Clerk is hereby authorized to designate and appoint Tow Car Inspectors as are deemed necessary or convenient to enforce the provisions of this chapter. Any designated and appointed Tow Car Inspector, or employee of the Town qualified and empowered to enforce any statute, local law, ordinance, rule or regulation pursuant to Chapter 2 of the Code of the Town of Hempstead, shall be empowered to issue appearance tickets for offenses against this chapter. In addition to the Tow Car Inspectors, the officers of the Nassau County Police Department shall have the power to enforce any provision of this chapter.
- C. Villages. In the Town of Hempstead, the Board of Trustees of any incorporated village may, by resolution, provide that applications for licenses shall no longer be made to the Village Clerk, but to the Clerk of the Town of Hempstead, and if such resolution is approved by the Town Board, such resolution shall become effective from and after the beginning of the next following licensing period not less than six (6) months after a certified copy of such resolution of the Village Board and of the resolution of approval of the Town Board shall have been transmitted to the Town Clerk.

§183-7 FEE SCHEDULE.

- A. The non-refundable fees for filing applications hereunder, which shall be paid to the Town Clerk at the time the application is filed, shall be:
1. Filing fee on original Tow Car Owner application: \$200.
 2. Filing fee on application for additional Tow Car or Terminal: \$100.
 3. Tow Car Driver's fee: \$25.
 4. Substitution of Tow Car: \$25.
 5. Replacement of lost medallion or vehicle card: \$25.
 6. Replacement of lost Tow Car Driver's license: \$10.
 7. Fee for late filing of renewal application: \$100.
- B. The fees for Restricted and Unrestricted Tow Car(s) shall be:
1. Restricted Tow Car(s).
 - i. First Tow Car: \$125.
 - ii. Each additional Tow Car: \$100.
 2. Unrestricted Tow Car(s).
 - i. First Tow Car: \$150.
 - ii. Each additional Tow Car: \$100.
- C. Rotation System Roster Fees:
1. Fee for each additional roster in each additional zone for each additional licensed Unrestricted Tow Car: \$500.

§183-8 TOW CAR REQUIREMENTS.

- A. Each Tow Car operated hereunder shall have inscribed on the outside of each front door only the trade name and full complete Terminal address and telephone number of the Tow Car Owner, in letters not less than two inches in height, either painted on or otherwise securely affixed. The lettering must be of contrasting color and be readable from fifty (50) feet away when the Tow Car is stationary. In addition, there shall be securely affixed to the left front door or immediately adjacent thereto a medallion issued by the Town Clerk, as provided herein. Notwithstanding, those Persons, Tow Car Owners, and Tow Car Drivers engaged exclusively in the repossession of Vehicles are exempt from this requirement.

- B. Each Tow Car operated hereunder shall have a light transmittance of not less than (70) seventy percent on the front windshield, side and rear windows. Only the upper most (6) six inches of the front windshield may have a light transmittance level of less than (70) seventy percent.
- C. Each Tow Car operated hereunder shall have an emergency light bar, or light(s) of amber color, permanently affixed on top of the Tow Car roof and such light(s) must be visible for 360 degrees to all approaching traffic from no less than a distance of (500) five-hundred feet.
- D. A Tow Car Owner shall have legibly inscribed on each side of the Tow Car in letters and numerals not less than 1/2 inch in height the lawful towing rates he or she has filed with the Town Clerk.

§183-9 MAXIMUM TOWING, STORAGE & LABOR CHARGES.

- A. Filing of Maximum Towing Charges. The Tow Car Owner shall prepare a typewritten schedule, in triplicate, of maximum prices to be charged for towing and storing Disabled Vehicles from the Scene Of An Accident and/or the removal of a Vehicle from a Private Parking Lot, and one copy of said schedule shall be filed with the Town Clerk.
- B. Towing Charges. The charge for towing shall be based solely upon the distance Disabled Vehicles are to be towed and not estimated or based upon the availability of Tow Cars. Towing charges shown on the schedule shall not exceed the following maximum charges:
 - 1. First mile or part thereof: \$175.
 - 2. Each additional mile or part thereof: \$5.
- C. Storage Charges. Outside storage charges shall be at the rate of not more than \$25.00 per day. Inside storage rates may be determined by agreement of the parties. All Vehicles must be stored on the premises of the Tow Car Owner's Terminal, whether indoors or outdoors, and shall not be permitted on Town streets or Town parking fields.
- D. These towing and storage charges shall apply to all Disabled Vehicles except buses, tractors, trailers and trucks as defined pursuant to §§ 104, 151-a, 156, and 158 of the Vehicle and Traffic Law of the State of New York.
- E. Labor Charges. The charges for additional labor shall not exceed the following maximum charges:
 - 1. For the use of special skills to right an overturned Vehicle or winch a Vehicle from off-roadway: a fee of \$45 per half-hour not to exceed a maximum charge of \$90.
 - 2. For the recovery and extraction of a Disabled Vehicle from extreme conditions, including removal from water, wooded areas where the vehicle is located more than

fifty feet from the pavement edge of the highway or local road into the wooded area, from atop roadway dividers or any other similar condition requiring special skills, manpower, or additional equipment: a fee of \$45 per half-hour.

3. All extra charges must be shown on the authorization of towing form before a signature is obtained. A copy showing such extra charges must be given to the Vehicle Owner or person in charge of the Vehicle before the Vehicle is towed from the scene.

F. Fuel Surcharge.

1. Notwithstanding anything herein to the contrary, in the event that the Town Clerk determines that there has occurred an extraordinary increase in fuel costs which renders it such that the Licensees cannot realize a reasonable profit from their services, then the Town Clerk, with the approval of the Town Attorney, may grant to the Licensee(s) the right to impose a fuel surcharge as part of the towing related charges. The determination as to whether there has occurred an extraordinary increase in fuel costs and the amount of the surcharge shall be exclusively within the jurisdiction of the Town Clerk and the Town Attorney, whose determination shall be final.

G. Application for Additional Fees.

1. Notwithstanding anything herein to the contrary, in any instance involving a nonconsensual tow where a Tow Car Operator is prevented from or unable to Tow a Vehicle from the Scene of An Accident within three (3) hours of arrival at the scene due to an on-going police Accident investigation or the Tow Car Operator is required to employ specialized equipment not typically owned by a Tow Car Owner or utilized to Tow a Disabled Vehicle, and the maximum towing rates are inadequate to fairly and reasonably compensate the Tow Car Owner for the Tow, the Tow Car Owner may make application to the Town Clerk for additional Towing charges in excess of those permitted by this Chapter. The Town Clerk shall promulgate forms for the submission of any application for additional fees which the Tow Car Owner shall complete and deliver to the Town Clerk. All applications for additional Towing charges shall include, at a minimum, the following:
 - i. A written description of the Towing services provided and the equipment utilized.
 - ii. A record of the time spent in connection with the Tow service reflecting the time the Tow Car Operator arrived at the Scene of an Accident and

the time the Tow Car Operator departed the location with the Vehicle in Tow. The time record submitted by the Town Care Operator shall be signed by the law enforcement official on site and in-charge of the Scene of the Accident, verifying the times.

- iii. A written invoice or similar documentation establishing the cost incurred by the Tow Car Owner to obtain or rent the specialized equipment utilized in the Tow.
 - iv. The name and license number of the Tow Car Operator.
 - v. The date on which the Tow was performed.
 - vi. The identity of the agency which requested the Tow service.
 - vii. The location of the Accident.
 - viii. The name and address of the Terminal to which the Vehicle was Towed.
 - ix. The name and address of the Vehicle Owner and the name and address of the operator of the Vehicle, if different.
 - x. The proposed amount of the additional fees requested based upon (a) the actual time spent at the Scene of An Accident which fee shall be calculated at the rate of \$45 per additional one-half hour, and (b) the actual cost incurred by the Tow Car Owner to obtain or rent the specialized equipment utilized in the Tow.
2. Upon receipt of an application for Additional Fees the Town Clerk shall review the application and determine whether the services rendered required to the Tow Car Operator to utilize specialized equipment not typically owned by a Tow Car Owner in order to conduct the Tow, or required the Tow Car Operator to be present at the Scene of An Accident in excess of three (3) hours as a result of an ongoing police accident investigation. If the Town Clerk determines that the additional time and expenses which the Tow Car Owner alleges were incurred to obtain specialized equipment to perform the Tow, and that such time and expenses are reasonable and were necessarily incurred in order to permit the Tow Car Operator to Tow the Disabled Vehicle, the Town Clerk, with the approval of the Town Attorney, may authorize the Tow Car Owner to charge an additional fee based upon (a) a labor rate of \$45 per each additional one-half hour in excess of three (3) hours, and (b) the actual

cost incurred by the Tow Car Owner to obtain or rent the specialized equipment utilized in the Tow.

3. In the event that the Town Clerk denies the application for Additional Fees, the Tow Car Owner may, within twenty (20) days of the denial, request in writing that the Tow Advisory Committee review the Town Clerk's determination. Upon receipt of such request, the Tow Advisory Committee shall meet, at its next regularly scheduled meeting to consider the appeal. If the Tow Advisory Committee, by majority vote of its members concludes that the Town Clerk has failed to grant the application for Additional Fees in accordance with the standards of this section, it shall refer the matter back to the Town Clerk and the Town Attorney for reconsideration. Notwithstanding anything herein to the contrary, including the recommendation of the Tow Advisory Committee, the decision of the Town Clerk and Town Attorney to deny or to allow additional fees shall be final.

- F. Consensual Towing. The provisions of this section shall not apply to a Licensee who enters into a consensual contract with a Person, in accordance with 49 U.S.C. § 14501, for the Towing of a Vehicle other than relating to the removal of a Vehicle from the Scene Of An Accident or a Private Parking Lot.

§183-10 TOWING RECORDS AND AUTHORIZATIONS.

A. Towing Record Book.

1. Every licensed Tow Car Owner shall maintain a bound record book of all calls for service at the Scene Of An Accident. Entries in this book shall be made in ink at the time the call is received and prior to responding to the call and shall specify:
 - i. Name of person making the call.
 - ii. Time of the call.
 - iii. Location of accident.
 - iv. Name of person receiving the call.
2. The record book shall be retained for one (1) year after the last entry and shall be exhibited upon demand to the Vehicle Owner or to an official of the Town or any member of the Nassau County Police Department or other police department.

B. Agreements for Estimates and Repairs.

1. No fee shall be charged either directly or indirectly for making an estimate for repairs on any Vehicle involved in an accident or otherwise disabled without the prior written consent of the Vehicle Owner.
2. It shall be unlawful for any Licensee or other Person to make repairs or to charge a fee, directly or indirectly, for making an estimate for repairs on any Vehicle involved in an accident or otherwise disabled without entering into a signed agreement with the Vehicle Owner or other person in charge of said Disabled Vehicle, fixing the cost on a form prescribed herein.
3. It shall be unlawful for any Licensee or other Person, to enter into an agreement for the repair or for the estimate for repairs where the Vehicle Owner or person in charge of the Vehicle involved in an accident is to be hospitalized because of such accident unless the injured person has been discharged from the hospital or said agreement is executed by his or her legally authorized representative.
4. The agreement form for repairs required hereunder must be in substantially the following form:

<u>AGREEMENT FOR REPAIRS</u>
It is hereby agreed between _____ (Insert name and address of Vehicle Owner or person in charge of Disabled Vehicle authorized to enter agreement) and _____ (Insert name, address, telephone number and license-number of Tow Car Owner and name, address, telephone number of repairer) that _____ (Vehicle Owner or person in charge) agrees to pay the sum of \$ _____ to _____ (repairer) who in consideration thereof agrees to repair a _____ (year, make and type of automobile), New York State registration number _____, which was involved in an accident or otherwise disabled and removed by a Tow Car.
Dated at _____ this _____ day of _____, 20____.
Licensee _____
Vehicle Owner or Person in Charge (check appropriate one): _____

- C. Towing Authorizations. Except as herein otherwise provided, no Vehicle involved in an accident or otherwise disabled shall be towed without an authorization on a form prescribed by the Town Clerk signed by the Vehicle Owner or other person in charge thereof. If no such person is present, conscious or capable, or if obtaining said signature would otherwise engender physical harm to a person, said Vehicle shall be removed at the direction of the police officer at the scene. In the event that a police officer is unable or disinclined

to direct the removal of the Vehicle, the Licensee shall tow the Vehicle to its Terminal and contemporaneously record on the towing authorization form, at the time of the tow, the reason for failing to obtain the requisite signature. In all such instances, the Tow Car Owner, or his or her designee, shall present the Vehicle Owner, or other person in charge thereof, upon their arrival at the Terminal, the unsigned towing authorization form for signature. All charges for towing, labor, and storage must be listed on authorization forms accepted and signed for by the Vehicle Owner or person in charge of the Disabled Vehicle before it can be towed from its point of origin.

1. Towing authorization shall be for the towing, labor, and storage of the Vehicle only and shall show the rates to be charged for the towing, labor, and storage of said Vehicle. It is expressly prohibited to demand a charge for any service not specified herein to the extent that such charge is related in any manner whatsoever to a Vehicle removed from the Scene Of An Accident pursuant to the Town rotation system under §183-13, except that nothing herein shall be construed to regulate fees for making an estimate for repairs, or such other charges related to said Vehicle, upon prior written consent of the Vehicle Owner, as set forth herein.
2. Signed towing authorization forms shall be retained for a period of six (6) months and shall be exhibited upon demand to the Vehicle Owner or to an official of the Town or any member of the Nassau County Police Department or other police department.
3. Failure to comply with the provisions of this section shall constitute an offense within the meaning of the Penal Law of the State of New York.
4. It shall be unlawful for any Licensee, or any other Person, to remove a Vehicle involved in an accident or otherwise disabled without an authorization signed by the Vehicle Owner or other person in charge on a form prescribed herein.
5. The towing authorization required hereunder must be, substantially, in the following form:

TOWING AUTHORIZATION

(Insert name, address, and phone number of Tow Car Owner and Terminal)

Date _____

Name _____

Address _____

Make and type of car _____

Year _____

State registration number _____

Towed from _____ to _____

Number of Miles Towed: _____

Towing charges: _____ (amount shown on filed schedule, not to exceed \$125 for first mile or part thereof and \$5 for each additional mile or part thereof)

Storage charges: _____ (amount shown on filed schedule, not to exceed \$25 per day.)

Labor charges: (a) Right Overturned Vehicle or Winch Off-Roadway: \$ _____ (amount shown on filed schedule, not to exceed \$45 per half-hour not to exceed a maximum charge of \$90)

(b) Recovery and Extraction of a Disabled Vehicle from Extreme Conditions (*i.e.* removal from water, off-road more than fifty feet from pavement into wooded area, atop roadway dividers): \$ _____ (amount shown on filed schedule, not to exceed \$45 per half-hour).

Method of Payment (Circle One): Cash / Visa / MasterCard / Discover / American Express

Tow Car Driver's name _____

Tow Car Owner: _____

Terminal Address _____

Tow Car Driver's License number _____

Tow Car's medallion number _____

State registration number _____

I authorize the towing of the above automobile: _____

(Signature of Vehicle Owner or person in charge)

D. Bill for Towing.

1. The Tow Car Owner shall have prepared a pad of bills containing a printed billhead showing the name, address, and telephone number of his or her Terminal. The Tow Car Owner or Tow Car Driver shall prepare a bill on this billhead form, in duplicate, the original of which shall be furnished to the Vehicle Owner of the Disabled Vehicle or his or her authorized representative. This bill must be printed in a form approved by the Town Clerk and shall contain the following information:
 - i. Full name and address of person engaging the Tow Car.
 - ii. State registration number of the Disabled Vehicle.
 - iii. Total amount to be charged for towing, labor, and storage rate per 24 hours or part thereof.

- iv. Full name and address of the Tow Car Owner.
 - v. State registration number of the Tow Car.
 - vi. Tow Car license number.
 - vii. List acceptable methods of payment as Cash, Visa, MasterCard, Discover, and American Express.
- 2. The duplicate of the bill shall be retained by the Tow Car Owner for a period of six months. These bills shall be exhibited upon demand of any official of the Town or any member of the Nassau County Police Department. Upon payment of the bill given to the Vehicle Owner of the Disabled Vehicle or his or her authorized representative, the Tow Car Owner or Tow Car Driver shall acknowledge receipt of payment of such bill.
 - 3. It shall be unlawful and an offense under this chapter not to maintain in the Tow Car at all times, and immediately present for inspection to the Town Clerk upon demand, such blank pre-printed bills and any other form detailed in § 183-10 of this chapter.
- E. The Town Clerk shall promulgate a towing authorization and bill for towing form analogous to the provision of § 183-10(C)-(D) to be signed by the Vehicle Owner or other person in charge thereof and the Restricted Tow Car or Licensee issued a Restricted Owner's License which is engaged exclusively in the Towing of Vehicles pursuant to a consensual contract with the Vehicle Owner, in accordance with 49 U.S.C. § 14501.

§183-11 GENERAL PROVISIONS.

A. Tow Car Driver Regulations.

- 1. A licensed Tow Car Driver shall:
 - i. Have his or her identification card and operator's/chauffeur's license in his or her possession at all times while engaged in his occupation as a Tow Car Driver.
 - ii. Not permit any other person to use his or her identification card.
 - iii. Not be engaged on an unlicensed Tow Car or on a Tow Car the license for which has been suspended or revoked.
 - iv. Promptly report the loss of his or her identification card to the Town Clerk.
 - v. Report change of address to the Town Clerk within forty-eight (48) hours.

- vi. Have with him or her at all times properly authorized forms for towing and repair, such forms to be printed and maintained by Tow Car Owners.
 - vii. Refrain from the use of drugs or intoxicating liquors.
2. Each Tow Car Driver at the Scene Of An Accident shall:
- i. Exhibit his or her identification card to the Vehicle Owner or person in charge thereof or to any Town officer or any member of the Nassau County Police Department.
 - ii. Not remove any Vehicle from the Scene Of An Accident until proper authorization has been signed by the Vehicle Owner or person in charge thereof.
 - iii. Not remove any Vehicle involved in an accident in which a person has been injured until released by a duly authorized member of the Nassau County Police Department.
 - iv. Assist the police officer(s) in clearing Vehicles and debris, including gasoline and motor oil, from the public highway.
3. Every Tow Car Driver shall obey all traffic laws, ordinances, local laws, rules and regulations while operating a Tow Car and upon receipt of a summons or his or her arrest for any alleged violation of any such ordinance, local law, rule, regulation or for any ordinance shall report the same within three days to the Town Clerk advising him or her of the nature of the offense charged and the name and the location of the court and the date upon which said summons is returnable or the date on which the hearing or such trial is to be held.
- B. No Solicitation. It shall be unlawful for any Person to drive along any street or bridge in the Town and Solicit towing work. Solicitation of towing work by the Tow Car Owner, Tow Car Driver, or any other occupant of a Tow Car while parked on any street or bridge is also unlawful. It shall also be unlawful for any person to Solicit towing, repair, bodywork or any other service at the Scene Of An Accident. Responding to a call merely upon notification from gas station attendants, taxicab drivers or other unauthorized persons shall be considered a violation of this provision. It shall be unlawful for any Person to give or offer to give any payment, fee, reward or other thing of value, directly or indirectly, for obtaining information concerning a disabled vehicle which may require towing service to solicit the towing or repair of such vehicle, and it shall be unlawful to have printed any card or other notice offering to give a payment, fee, reward or other thing of value for such information.

- C. No Refusal of Service. It shall be unlawful for any Tow Car Owner selected from the rotation system to refuse to render such services if the Vehicle Owner or other person in charge thereof is able and willing to pay the fee prescribed in the schedule of prices established by the Town and concurrently filed by the Tow Car Owner of such licensed Tow Car with the Town Clerk, provided, however, that it is physically possible for such Tow Car to tow such Vehicle and/or such Tow Car is not already going to or returning from a job.
- D. Communications. Licensees, when required, will promptly answer all communications received from the Town Clerk.
- E. Surrender of License. It shall be unlawful for any Licensee to refuse to surrender their license(s) to the Town Clerk, upon demand, after such license(s) has been suspended, revoked or expired.
- F. No Overcharging. It shall be unlawful for any Person to charge or collect a fee in excess of the maximum permissible rates established by this chapter.
- G. Sale of Tow Car. Every Tow Car Owner, upon the sale or other disposition of a licensed Tow Car, shall within twenty-four (24) hours notify the Town Clerk of such sale or other disposition and surrender the license(s).
- H. Forms of Payment. Any Tow Car Owner, Tow Car Driver, or employee or agent thereof shall accept payment in person for all towing fees, storage fees, labor fees, or any other fees charged under this chapter by cash and any major credit card at no additional charge or fee to the Vehicle Owner. For this purpose, "major credit card" shall mean MasterCard, Visa, Discover, or American Express.

§183-12 REMOVAL FROM A PRIVATE PARKING LOT.

- A. Removal. Notwithstanding any other provision of this chapter, where a Licensee removes a Vehicle because it is parked in a Private Parking Lot in a manner inconsistent with posted instructions, and such removal is pursuant to a contract between the Private Parking Lot owner and the Tow Car Owner for the removal of any such improperly parked vehicles, such Tow Car Owner may collect the following fee from the Vehicle Owner or other person in control of such vehicle, payable before the Vehicle is released: up to but no more than \$125 for the removal and the first three days of storage, up to but not more than \$25 per day for storage thereafter; except that no charge may be collected for removal or storage of a Vehicle pursuant to this section by a person who is not licensed to engage in towing pursuant to this chapter.
- B. Signage Requirements. No Private Parking Lot owner, or Authorized Agent or operator thereof, shall tow or cause to be towed from a Private Parking Lot any Vehicle unless such person shall conspicuously post and maintain upon such

Private Parking Lot a sign or signs with the following requirements:

1. the words "WARNING" and "PRIVATE PARKING LOT" and "VEHICLES SUBJECT TO TOW" shall be printed on the sign in red capital block letters at least four inches high and underlined;
2. the words "Parking for (name of Private Parking Lot owner or tenant) only" shall be printed on the sign in black capital block letters at least two inches high;
3. the words "Unauthorized Vehicles Will Be Towed At Owner's Expense" shall be printed on the sign in red capital block letters at least two inches high;
4. the applicable towing and storage rates of the Tow Car Owner shall be printed on the sign in red letters at least two inches high;
5. the conditions under which vehicles are subject to towing (i.e. the hours vehicles are prohibited from parking and subject to towing) shall be printed on the sign in black capital block letters at least two inches high;
6. the name, address, and telephone number of the Tow Car Owner and Terminal that is authorized to tow vehicles from the property, indicating that "The Vehicle Can Be Redeemed 24 Hours Per Day At No Additional Charge Within 60 Minutes of Calling [insert Tow Car Owner or his designee's telephone number]" shall be printed on the sign in black capital block letters at least two inches high.
7. the telephone number posted on the sign shall be the telephone number that a person can call to request the release of the towed Vehicle within sixty (60) minutes from the time the request is made at no additional charge or fee. The release of the towed Vehicle shall comply with the 60-minute time limit, seven days per week and 24 hours per day. The telephone number shall be within one of the telephone or cellular numbers assigned to telephones with the County;
8. the Town Clerk's complaint number shall be printed on the sign in black letters not less than 3/4 inch high;
9. the background color for the signs specified herein shall be fluorescent yellow, and the color of the text for such signs shall be sharply distinct from the solid fluorescent yellow background of such sign. The text and the background color shall be treated with a luminescent coating which shall make such text and such signs clearly visible 24 hours a day. It shall be the dual responsibility of the Tow Car Owner and the Private Parking Lot owner to maintain the fluorescent yellow coloring, red and/or black letters, and luminescent

coating of said signs to ensure the continued clear visibility of the signs and the clear readable information thereon at all times, including but not limited to replacing, repainting, or repairing signs every twelve (12) months or as directed by the Town;

10. the signs containing the information specified in subdivision (B) of this sub-section shall be placed in the following locations: at each entry and exit for vehicles, positioned so that the information contained on the sign is clearly and conspicuously visible to the driver as he or she drives the Vehicle onto such Private Parking Lot; and at the outside perimeter of such Private Parking Lot and spaced so that the signs are posted not more than seventy-five feet apart. The top of such sign shall be not more than eight (8) feet nor less than six (6) feet above the ground. Such sign shall be faced so that the required information is clearly and conspicuously visible to a person from the Private Parking Lot where Vehicles are parked.
11. Any signs required to be installed pursuant to this sub-section must comply with the applicable sections pertaining to signs as stated in the Building Zone Ordinance of the Town of Hempstead.

C. Written Agreement. The Private Parking Lot owner or his or her Authorized Agent shall file with the Town Clerk and the local precinct of the Nassau County Police Department having jurisdiction a copy of a written agreement authorizing one or more Tow Car Owners to tow unauthorized parked Vehicles located on the premises. The agreement shall be for a term of one (1) year. The agreement shall set forth:

1. Explicit authorization to tow or remove unauthorized Vehicles;
2. The rate to be charged Vehicle Owners or other persons in control of such Vehicles;
3. The Terminal location, which must be within the County pursuant to § 183-2, where Vehicles will be towed or removed and stored, and where they may be redeemed;
4. Copies of all licenses, certificates and permits issued by the Town.
5. Specific name, title, address, and telephone number of any Authorized Agents of the Private Parking Lot owner;
6. The hours during which the Vehicle Owner or other persons in control of such Vehicles towed from such property may redeem the towed Vehicles, provided that such hours shall include all times during which Vehicles may be towed from such property and at least 60 minutes after the latest time that Vehicles are subject to towing from such property each day.

7. Acknowledgement by the Tow Car Owner and Private Parking Lot owner of the requirement that such towed Vehicles must be available to be redeemed twenty-four hours a day at the Tow Car Owner's Terminal at no additional charge or fee to the Vehicle Owner within 60 minutes of the Vehicle Owner's request.
 8. Explicit Acknowledgement by the Tow Car Owner and Private Parking Lot owner, signed and notarized by both parties, that both parties are fully aware of the express provisions, responsibilities, violations, and penalties applicable to themselves, their employees, their Authorized Agents, in regard to the removal of Vehicles from a Private Parking Lot under this chapter.
- D. Tow Authorization and Trip Record. The seizure or tow removal of an improperly or unauthorized parked Vehicle is only authorized when the Private Parking Lot owner, or his/her Authorized Agent, as defined in §183-1(A), specified in the current filed contract agreement, is actually present in said Private Parking Lot and requests in writing on a prescribed form that a particular Vehicle be seized and towed by the Licensee. The Authorized Agent cannot be the Licensee or an employee thereof, unless the Licensee is the actual Private Parking Lot owner. The form of such authorization must be as follows:

TOW CAR OWNER NAME, ADDRESS, AND TELEPHONE NUMBER

**TOWN OF HEMPSTEAD TOW AUTHORIZATION AND TRIP RECORD
FOR MOTOR VEHICLES REMOVED FROM A PRIVATE PARKING LOT**

DATE OF REPORT: _____, DATE OF REMOVAL: _____.

TIME OF FIRST OBSERVANCE OF IMPROPERLY OR UNAUTHORIZED PARKED VEHICLE
BY AGENT AUTHORIZED TO REQUEST REMOVAL: _____ AM/PM

TIME OF REMOVAL: _____ AM/PM (MUST BE AT LEAST 15 MINUTES AFTER TIME NOTED ABOVE)

LOCATION OF REMOVAL (FULL ADDRESS):

TERMINAL ADDRESS: _____

AUTHORIZED AGENT AT SCENE AUTHORIZING REMOVAL:

NAME (PRINT) _____ ORIGINAL SIGNATURE _____

TIME OF AUTHORIZATION: _____ AM/PM

REMOVAL PURSUANT TO FILED CONTRACT BETWEEN:

_____ AND _____

PROPERTY OWNER

TOW CAR OWNER

PERSON EXECUTING REMOVAL (TOW CAR OWNER OR TOW CAR DRIVER)

NAME: _____

T.O.H. LICENSE NUMBER: _____, TOW CAR MEDALLION NUMBER: _____

BUSINESS ADDRESS: _____

VEHICLE INFORMATION:

PLATE NUMBER: _____, REG. YEAR: _____, VEHICLE YEAR: _____.

MAKE: _____ MODEL: _____, BODY TYPE: _____.

COLOR: _____, VIN NUMBER: _____.

REGISTERED VEHICLE OWNER: NAME: _____

ADDRESS: _____

POLICE PRECINCT INFORMATION:

NAME OF PERSON RECEIVING REPORT: _____

PCT.# _____ DATE: _____ TIME: _____ AM

NAME AND SIGNATURE OF OWNER OF THE PRIVATE PARKING LOT, OR HIS/HER AGENT
SPECIFIED IN THE CURRENT FILED CONTRACT AGREEMENT WHO IS ACTUALLY
PRESENT IN SAID PRIVATE PARKING LOT AND REQUESTING SEIZURE OR REMOVAL:

_____ NAME SIGNATURE

- E. Disconnection Upon Request. If the Vehicle Owner or other person lawfully in possession of the keys to the Vehicle arrives at the scene of the tow prior to the removal of the Vehicle, and the Vehicle is connected to any apparatus for removal, then upon request and upon payment of a service fee described herein, the Vehicle shall be disconnected from such apparatus, and such Vehicle Owner or other person lawfully in possession of the keys to the Vehicle shall be allowed to

remove the Vehicle from the premises without interference. The service fee shall not be more than forty percent (40%) of the charge allowed for removal pursuant to the written agreement on file with the police precinct, for which a receipt shall be given by the Licensee. Each Licensee shall carry a legible copy of this section of the law, with this paragraph highlighted, and shall show it to a Vehicle Owner or other person lawfully in possession of the keys to the Vehicle who arrives at the scene of the tow prior to the removal of a Vehicle.

- F. Occupied Vehicles. It shall be unlawful to remove a Vehicle if it is occupied by a person or if removal would cause physical harm to a person.
- G. Removal to Terminal. Notwithstanding any other provision of law, unless otherwise directed by an official duly engaged in law enforcement, a Vehicle which is removed shall be taken directly to the Tow Car Owner's Terminal for storage maintained by the person licensed to engage in towing pursuant to this chapter who has removed such Vehicle and which is within Town limits and no more than five (5) miles from the point of removal. Such Terminal must comply with the requirements of §183-4 of this chapter.
- H. Police Notification. Any Licensee who removes a Vehicle pursuant to this section shall remove the Vehicle directly to its Terminal and shall, within one hour of the Vehicle's removal, notify in writing and via facsimile the local police precinct having jurisdiction over the area from which the Vehicle was removed, for the purpose of reporting the location of the towed Vehicle, the time and date the Vehicle was removed, the location from which the Vehicle was removed, the name of the person who authorized the removal, the fact that the removal was pursuant to a contract with the owner of the Private Parking Lot, and shall obtain the name of the person at such police precinct to whom such information was reported and note such name on a trip record and removal receipt. In addition to the foregoing information and in order to facilitate the local police precinct's identification of the Vehicle, the Licensee shall transmit via facsimile together with the notification, a photograph of the Vehicle's license plate and vehicle identification number. Such writing and facsimile shall be kept on file by the Licensee for a period of at least six (6) months and a copy thereof made available to the Vehicle owner upon request.

I. Such removal receipt must comply with the following form:

2 Copies:	TOW CAR OWNER NAME
1 For Tow Car Owner	TERMINAL ADDRESS
1 For Vehicle Owner	TELEPHONE NUMBER

PRIVATE PARKING LOT TOW REMOVAL RECEIPT

DATE OF REMOVAL: _____

TIME OF FIRST OBSERVANCE OF IMPROPERLY OR UNAUTHORIZED PARKED VEHICLE BY AGENT AUTHORIZED TO REQUEST REMOVAL: _____ AM/PM

TIME OF REMOVAL: _____ AM/PM (MUST BE AT LEAST 15 MINUTES AFTER TIME NOTED ABOVE)

VEHICLE INFORMATION:

License Plate #: _____ State: _____ Year: _____ Make: _____

Model: _____ VIN #: _____

TOWED FROM: (Insert Complete Name and Address of Private Parking Lot)

TERMINAL ADDRESS TOWED TO: _____

MILEAGE TOWED: _____

TOWN OF HEMPSTEAD RATES (ALL CHARGES MUST BE ITEMIZED)

REMOVAL	\$125.00 (INCLUDES 1ST 3 DAYS STORAGE & MILEAGE)	_____
STORAGE	\$25.00 PER DAY THEREAFTER	_____
DROP FEE	40% OF REMOVAL CHARGE (S) WHEN VEHICLE OPERATOR OR OWNER ARRIVES PRIOR TO REMOVAL FROM SCENE	_____
	SUB TOTAL	_____
	SALES TAX	_____
	TOTAL	_____

TOW CAR DRIVER: _____ T.O.H. LIC.# _____
(Full Name)

PAYMENT RECEIVED BY: _____ DATE: _____
(Signature)

METHOD OF PAYMENT (Circle One): CASH / VISA / MASTERCARD / DISCOVER / American Express

I ACKNOWLEDGE THAT NO RELEASE OR WAIVER OF ANY KIND, WHICH WOULD RELEASE THE TOW CAR DRIVER OR TOW CAR OWNER FROM LIABILITY FOR DAMAGES MAY BE REQUIRED AS A CONDITION OF RELEASE OF THE ABOVE DESCRIBED VEHICLE.

SIGNATURE OF OWNER OR PERSON IN CHARGE OF SAID VEHICLE _____ DATE _____

TOW CAR DRIVER OR OWNER AND VEHICLE REDEEMER MUST SIGN BOTH RECEIPTS

J. No Release or Waiver. No release or waiver of any kind which would release the Licensee removing the Vehicle from liability for damages may be required from any such Vehicle Owner or other person as a condition of release of the Vehicle to such person. A detailed, signed receipt showing the legal name of the Tow Car Driver and Tow Car Owner

removing the Vehicle must be given to the person paying the removal and storage charges at the time of payment. Cash and the following major credit cards shall be accepted for payment at no additional charge or fee to the Vehicle owner: Visa, MasterCard, Discover, and American Express.

- K. When an owner of a Private Parking Lot, his or her Authorized Agent as designated in the contract with the Tow Car Owner, or a Licensee causes a Vehicle to be removed in violation of this section, there shall be no charge to the Vehicle Owner or other person in charge of the Vehicle to be removed for the cost of removal and storage.
- L. No person may, under authority of this section, cause the removal of any ambulance, police vehicle, civil defense emergency vehicle, emergency ambulance service vehicle, environmental emergency response vehicle, sanitation patrol vehicle, hazardous materials emergency vehicles, or ordinance disposal vehicle of the armed forces of the United States.
- M. Notwithstanding any provision of this chapter to the contrary, no Licensee shall tow away or remove from the premises a Vehicle illegally parked in a Private Parking Lot unless and until not less than 15 minutes have elapsed from the time that the owner of the Private Parking Lot, or his/her Authorized Agent specified in the current filed contract agreement, being actually present in said Private Parking Lot, personally observes that the Vehicle is in an illegally parked condition, thereon. Failure of the Licensee to comply with, or ensure the owner/agent's compliance with, this time requirement shall be grounds for the Town Clerk to suspend the Licensee's license for a period not to exceed 60 days. This provision shall not apply to any illegally parked Vehicle which is causing an immediate safety hazard.
- N. Booting of Motor Vehicles Prohibited. It is hereby found and declared that the practice of "booting" vehicles parked in Private Parking Lots accessible to the public poses a danger to the safety and welfare of the public because such practice may prevent the removal of Vehicles, even when such removal is necessitated by an emergency. Booting may also cause dangerous confrontations between Vehicle Owners and the person booting their cars. Owners of Private Parking Lots wishing to maintain parking for rule abiding customers or residents are primarily interested in keeping spaces available to legitimate users; no service is performed, therefore, by immobilizing vehicles and preventing legitimate use of the space occupied. Private persons should therefore be prohibited from engaging in the practice of booting. No person may Boot or authorize the booting of a Vehicle in a Private Parking Lot.
- O. It shall be illegal for an owner of a Private Parking Lot to authorize or direct the removal of a Vehicle in a manner inconsistent with this chapter.

§183-13 ROTATION SYSTEM.

- A. Towing from the Scene Of An Accident within the Town shall be done on a rotation system as set forth herein under the supervision of the Town Clerk acting in cooperation with the Nassau County Police Department.
- B. There are hereby established six (6) towing zones within the Town:
 - 1. Zone 1 - comprising the First Precinct of the Nassau County Police Department.
 - 2. Zone 2 - comprising that part of the Second Precinct of the Nassau County Police Department located within the Town.
 - 3. Zone 3 - comprising that part of the Third Precinct, South Subdivision of the Nassau County Police Department located within the Town.
 - 4. Zone 4 - comprising that part of the Fourth Precinct of the Nassau County Police Department located within the Town.
 - 5. Zone 5 - comprising that part of the Fifth Precinct of the Nassau County Police Department located within the Town.
 - 6. Zone 7 - comprising that part of the Seventh Precinct of the Nassau County Police Department located within the Town.

The Town Clerk is authorized to further divide any zone into two (2) zones if he/she deems such division beneficial for carrying out the purpose of the rotation system. The number of zones, and geographical location of such zones in relation to the Town, are subject to change and revision based upon the organization and reorganization of the precincts by the Nassau County Police Department.

- C. Each zone shall have separate rosters established by the Town Clerk for accident towing and heavy-duty towing. For each licensed Tow Car Owner there shall be a maximum of two (2) rosters, in either one (1) or two (2) zones combined which must be adjacent to each other geographically, that the Tow Car Owner can be included in. A licensed Tow Car Owner shall have a minimum of one flatbed Tow Car assigned per two (2) rosters.
- D. Each licensed Unrestricted Tow Car Owner shall be entitled to be listed on one roster for the zone in which their Terminal is located for no additional charge. A fee of five hundred dollars (\$500) will be charged for each additional roster in each additional zone for each licensed Tow Car zone a Tow Car Owner wishes to be included.
- E. The precinct commanders of the individual precincts of the

Nassau County Police Department shall each maintain the accident and heavy-duty vehicle rosters for his/her respective zone, and if the Town Clerk divides any of the precincts into two (2) zones pursuant to this section, the commander of that precinct shall maintain such rosters for both zones. The precinct commanders shall require that a copy of the rosters be on file at the communications desk at each respective precinct.

- F. When an accident occurs in the Town requiring the service of a Tow Car, it shall be reported to the respective precinct of the Nassau County Police Department. The Nassau County Police Department is hereby authorized to direct by a landline telephone a licensed Tow Car Owner to the Scene Of An Accident. Notification to so proceed shall be in rotation from the roster of licensed Tow Car Owners for that zone and no substitution of Tow Car Owners is permitted. The Nassau County Police Department shall notify the Vehicle Owner or his or her authorized representative of the name, address and phone number of the Tow Car Owner who towed the Vehicle.
- G. Where two (2) or more Vehicles at the Scene Of An Accident require towing by the same type of Tow Car, the Tow Car Owner notified to proceed pursuant to this section shall be allowed to tow as many of such Vehicles as it advises the police it may supply Tow Cars for in a timely manner. The police shall advise the Tow Car Owner during the notification how many Vehicles are required to be towed. If the licensed Tow Car Owner or Tow Car Driver, upon being given its notification to proceed, advises the police that it cannot handle all the Vehicles involved, then the police shall call the next available Tow Car Owner(s) from the rotation list to tow the Vehicle(s) which the first Tow Car Owner cannot handle. A Tow Car Owner may respond to the Scene Of An Accident only with its own Tow Cars, and no substitutions are permitted.
- H. If a call is made with diligence (a minimum of six (6) rings) from the Nassau County Police Department precinct to a Tow Car Owner and he/she does not answer or is unable to proceed to the scene, such Tow Car Owner shall be skipped and the next authorized Tow Car Owner on the roster shall be called and notified to proceed to the Scene Of An Accident. If the phone of the Tow Car Owner is busy when the Nassau County Police Department attempts the call, the police department shall make two (2) more consecutive attempts to call such Tow Car Owner before skipping them. Such attempts shall be noted on the log sheet. All Tow Car Owners shall have a live person answer all phone calls or utilize an answering service with a live phone operator only.
- I. An authorized Tow Car Owner shall arrive to the scene of the tow within thirty (30) minutes after notification to proceed. If the Tow Car Owner shall fail to arrive within thirty (30) minutes after notification to proceed, or has arrived with equipment not adequate to perform the requested services, he/she shall lose his/her turn on the rotation roster, and shall not be entitled to receive any compensation for responding.

- J. The Nassau County Police Department police communications desk for each zone shall each keep a ledger for each roster in which shall be recorded each call requiring Tow Car service and the name of the authorized Tow Car Owner notified to proceed to the accident. There shall also be entered in the ledger each call made to an authorized Tow Car Owner, the time of the call and a notation as to whether the call was properly responded to by said Tow Car Owner only. The ledger sheets will be provided to the Nassau County Police Department by the Town Clerk. The police shall quarterly or on demand provide copies of the ledger to the Town Clerk or his authorized representative.
- K. Any licensed Tow Car Owner on a respective roster who shall fail to answer or arrive to the scene of an accident in a timely manner or fails to respond after notification on three (3) occasions in a quarter shall be removed from the respective roster for the balance of that quarter by the Nassau County Police Department, and for the subsequent quarter, and said department shall thereafter inform the Town Clerk, in writing, of such removal. If a Tow Car Owner is unable to respond to a scene due to illness, vacation, or mechanical breakdown, etc., he or she shall notify the Town Clerk and the Nassau County Police Department precinct(s) in which he or she is on a tow list, in writing by certified mail, return receipt requested. Such notice shall include the dates he or she will be unable to answer calls, and must be sent at least two (2) weeks before the unavailability, unless exigent circumstances prevent it. Missing a call during such period of excused unavailability will not count against the Tow Car Owner.
- L. The Town Clerk shall create a roster for each zone by random lot at the beginning of each licensing year. The Town Clerk is also permitted to create new rosters by random lot for each quarter (i.e. April 1, July 1, and September 1 of each calendar year). The selection by random lot shall be performed in a manner which may be witnessed by the public, and announced in advance by the Town Clerk. The Town Clerk shall also update rosters from time to time during each licensing year to reflect additions or deletions of Tow Car Owners.
- M. The licensed Tow Car Owner or Tow Car Driver shall tow said vehicle to the Terminal on record maintained by the Tow Car Owner in compliance with § 183-4.
- N. Any Vehicle Owner shall be permitted to inspect his or her Vehicle and remove items of personal property contained therein if it can be dismantled and removed from the Vehicle without the use of any tool, and any agent shall be permitted to inspect such Vehicle whether or not the payment for towing and storage has been made. No charge shall be assessed to the Vehicle Owner or the Vehicle Owner's agent for such inspection. The participant shall be given a receipt for any property removed from a Vehicle while it is in the custody of the participant.

- O. Upon presentation of sufficient proof of ownership and payment of the authorized charges, the Vehicle shall be released to the Vehicle Owner. If proof of ownership is located within the Vehicle, the Vehicle Owner shall be permitted to access the Vehicle to retrieve the proof. Sufficient proof of ownership shall include the current, valid, vehicle registration and /or title of said Vehicle, along with the Vehicle Owner's proof of identification.
- P. It shall be unlawful for any Tow Car Owner or Tow Car Driver or any other person to tow a Vehicle, or transfer possession of a towed Vehicle, without the express written authorization of the Vehicle Owner. Such written authorization must be in a form approved by the Town Clerk.
- Q. Subject to the prior review and approval of the Town Attorney, the Town Clerk shall have the authority to promulgate additional reasonable rules and regulations in order to administer the rotational tow system.
- R. Any Tow Car Owner in possession of a valid Tow Car Owner's license for the period January 1, 2014 to December 31, 2014 shall be extended to June 30, 2015 in order to comply with the provisions of this ordinance. These provisions shall also apply to persons in possession of a valid Town Tow Car Driver's license. Hereafter, the licensing year shall be July 1 to June 30th of the following year.
- S. Nothing herein or in any other section of this chapter shall obligate a Vehicle Owner whose Vehicle is towed from the scene of an accident by a Tow Car Owner or Tow Car Driver to utilize such Tow Car Owner or a motor vehicle repair shop with which such Tow Car Owner or Tow Car Driver contracts to perform any repairs to his/her Vehicle.

§183-14 PENALTIES.

- A. An offense against any provision of this chapter shall be punishable by a fine of not more than five hundred (\$500) or by imprisonment for a period not exceeding 15 days for each such offense, or by both such fine and imprisonment. For conviction of a second offense, such violation shall be punishable by a fine of not more than one thousand dollars (\$1000) or by imprisonment for a period not exceeding 15 days for each such offense, or by both such fine and imprisonment. For conviction of a third or subsequent offense, such violation shall be punishable by a fine of not more than two thousand dollars (\$2000) or by imprisonment for a period not exceeding 15 days for each such offense, or by both such fine and imprisonment.
- B. Notwithstanding any other provision of this chapter, any person committing an offense against any provision of §§ 183-2, 183-4, 183-8 and 183-9 hereof shall be guilty of a class B misdemeanor, which shall be punishable by a fine of not more than one thousand dollars (\$1000) or imprisonment for a period not exceeding three months for each such offense, or

by both such fine and imprisonment. For conviction of a second offense, such violation shall be punishable by a fine not more than two thousand dollars (\$2000) or by imprisonment for a period not exceeding six (6) months for each such offense, or by both such fine and imprisonment. For conviction of a third or subsequent offense, such violation shall be punishable by a fine not more than three thousand dollars (\$3000) or by imprisonment for a period not exceeding one year for each such offense, or by both such fine and imprisonment.

- C. Notwithstanding any other provision of this chapter, any person committing an offense against any provision of §§ 183-10, 183-11 and 183-12 hereof shall be guilty of a class B misdemeanor, which shall be punishable by a fine of not more than three thousand dollars (\$3000) or imprisonment for a period not exceeding three months for each such offense, or by both such fine and imprisonment. For conviction of a second offense, both of which were committed within a period of five (5) years, such violation shall be punishable by a fine not more than five thousand dollars (\$5000) or by imprisonment for a period not exceeding six (6) months for each such offense, or by both such fine and imprisonment. For conviction of a third or subsequent offense, both of which were committed within a period of five (5) years, such violation shall be punishable by a fine not more than seven thousand dollars (\$7000) or by imprisonment for a period not exceeding one year for each such offense, or by both such fine and imprisonment.
- D. Each day of continued violation shall constitute a separate additional violation.
- E. In addition to the penalties provided herein, an offense against this chapter may result in the suspension or revocation of the Tow Car Owner's or Tow Car Driver's license.

§183-15 APPLICABILITY.

This chapter shall not be applicable:

- A. To a vehicle dismantler registered pursuant to § 415-a of the Vehicle and Traffic Law of the State of New York when engaged in towing in the course of the operation of the business of a vehicle dismantler.
- B. To a governmental agency.
- C. When performing towing services which are not offered to the general public, to:
 - 1. A franchised public transportation operator.
 - 2. A bus company, as such term is defined in Subdivision 2 of § 2 of the Transportation Law of the State of New York, to operate pursuant to Article 7 of such law.

3. A public utility company or a public utility corporation, as such terms are defined in Subdivisions 23 and 24, respectively, of § 2 of the Public Service Law of the State of New York.
 4. An owner of a vehicle licensed pursuant to Chapter 185, Taxicabs and Limousines, of the Code of the Town of Hempstead.
 5. An operator of a school bus, as such term is defined in § 142 of the Vehicle and Traffic Law of the State of New York.
 6. A motor vehicle rental agency.
- D. To an individual employed in connection with any towing operations described in Subsection A, B or C above when operating a Tow Car or assisting in the operation thereof in the course of his or her employment.

§183-16 Towing Advisory Committee

- A. There is hereby established a Towing Advisory Committee to assist the Town Board and the Town Clerk in establishing recommendations for rules and regulations for the implementation of this Chapter.
- B. The Committee shall be comprised of the Town Clerk or his/her designated representative, who shall act as Chairperson of the Committee. The Town Attorney or his/her designee, shall serve as the Vice Chairperson of the Committee.
- C. The Town Board shall appoint two tow truck owners licensed by the Town of Hempstead to serve as members of the Committee. In addition, the Town Board may appoint a private citizen as a member of the Committee. All members of the Committee shall be appointed and serve at the pleasure of the Town Board.
- D. The Town Board may appoint one of its members to serve as a member *ex officio* of the Committee.
- E. The Committee shall meet from time to time at such time and place designated by the Chairperson. In no event shall the Committee meet less than twice in any calendar year.
- F. The Committee shall have the following powers and duties:
 1. To make rules for the conduct of the Committee's business.
 2. To keep minutes of the Committee's proceedings.
 3. To conduct meetings, forums, workshops and seminars on the subject of towing matters.

4. To make recommendations to and to assist the Town Board in the drafting of legislation concerning towing matters and this Chapter.
5. To make recommendations to and to assist the Town Clerk in the drafting of rules and regulations under this Chapter.
6. To act as an advisory board on appeals of decisions rendered by the Review Appeal Board relating to the provisions of this Chapter.
7. To act as mediator in any controversy or issue that may arise among or between Tow Car Owners.

§183-17 Severability.

If any section, subdivision, sentence, clause, phrase or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the section, subdivision, sentence, clause, phrase or part directly involved in the controversy in which such judgment shall have been rendered.

CASE NO.

RESOLUTION NO.

Adopted:

and moved its adoption: offered the following resolution

RESOLUTION GRANTING PERMISSION TO THE LEVITTOWN COMMUNITY COUNCIL, LEVITTOWN, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD L-3, LEVITTOWN, NEW YORK TO HOLD A SPECIAL EVENT JULY 16, 2016.

WHEREAS, the Levittown Community Council, c/o Louise P. Cassano, Chair, P.O. Box 294, Levittown, New York 11756 has requested permission to use Town of Hempstead Parking Field L-3, Levittown, New York to hold a Special Event July 16, 2016; and

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

RESOLVED, that permission is hereby granted to the Levittown Community Council, c/o Louise P. Cassano, Chair, P.O. Box 294, Levittown, New York 11756 to use Town of Hempstead Parking Field L-3, Levittown, New York to hold a Special Event July 16, 2016; and

BE IT FURTHER

RESOLVED, that in conducting said activity, the Levittown Community Council 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 # 1
Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE EAST SIDE OF KAYRON LANE, 1129 FEET NORTH OF BELLMORE AVENUE. SEC 56, BLOCK 491, AND LOT (S) 20, A/K/A 2500 KAYRON LANE, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2500 Kayron Lane, Bellmore, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install four (4) lock and hasps and have one (1) gate secured, located at 2500 Kayron Lane, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$288.00, the cost associated with the emergency services provided at 2500 Kayron Lane, Bellmore, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$288.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO A ONE STORY MASONRY FRAME COMMERCIAL BUILDING WITH STRUCTURAL DAMAGE CAUSED BY A MOTOR VEHICLE, LOCATED ON THE SOUTHWEST CORNER OF EAST MEADOW AVENUE AND POWERS AVENUE. SEC 50, BLOCK 160, AND LOT (S) 52-53, A/K/A 550 EAST MEADOW AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 550 East Meadow Avenue, East Meadow, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, on September 17, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps and have one (1) forty inch by eighty inch (40" x 80") exterior hole in the side of the building from car crashing into it boarded HUD style with one half inch (1/2") four (4) ply plywood, located at 550 East Meadow Avenue, East Meadow;

WHEREAS, on September 25, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty inch by seventy five inch (30" x 75") outside support knee wall built with two inch by four inches (2" x 4") and ramset into concrete using two (2) workers and taking one (1) hour, to have one (1) forty eight inch by seventy eight inch (48" x 78") inside support knee wall built with two inch by four inches (2" x 4") and ramset into concrete using two (2) workers and taking one (1) hour, to have one (1) four foot by eight foot (4' x 8') exterior hole boarded with one half inch (1/2") four (4) ply plywood and ramset into brick façade and sixty two feet (62') of six (6) foot high fence installed with one and five eights inch (1 5/8") poles and number nine (9) gauge top wire, located at 550 East Meadow Avenue, East Meadow;

Item # 2
Case # 0542

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1381.06, the cost associated with the emergency services provided at 550 East Meadow Avenue, East Meadow, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1381.06 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF PAULA LANE, 342 FEET NORTH OF BARBARA LANE. SEC 50, BLOCK 393, AND LOT (S) 32, A/K/A 1670 PAULA LANE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1670 Paula Lane, East Meadow, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) three foot by eighty two inch (3' x 82") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 1670 Paula Lane, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1670 Paula Lane, East Meadow, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF NEW YORK AVENUE, 40 FEET EAST OF CLEMENT AVENUE. SEC 35, BLOCK 69, AND LOT (S) 3-4, A/K/A 1228 NEW YORK AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1228 New York Avenue, Elmont, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty two inch by forty nine inch (32" x 49") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty one inch by thirty seven inch (31" x 37") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty nine inch by fifty inch (29" x 50") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty one inch by fifty six inch (31" x 56") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by forty two inch (28" x 42") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by thirty nine inch (28" x 39") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty one inch by fifty seven inch (31" x 57") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty one inch by forty seven inch (31" x 47") window boarded with one half inch (1/2") four (4) ply plywood, one (1) three foot by four foot (3' x 4') window boarded with one half inch (1/2") four (4) ply plywood, two (1) thirty one inch by forty two inch (31" x 42") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty inch (33" x 80") door secured with one half inch (1/2") four (4) ply plywood and install two (2) lock and hasps, located at 1228 New York Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$629.60, the cost associated with the emergency services provided at 1228 New York Avenue, Elmont, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$629.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHEAST CORNER OF TROY STREET AND BUFFALO STREET. SEC 37, BLOCK 569, AND LOT (S) 1, A/K/A 4 TROY STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 4 Troy Street, Elmont, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, on November 17, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have five (5) twenty three inch by forty eight inch (23" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) forty four inch by fifty one inch (44" x 51") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty nine inch by fifty one inch (29" x 51") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) eighteen inch by thirty seven inch (18" x 37") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by fifty one inch (41" x 51") window boarded with one half inch (1/2") four (4) ply plywood, one (1) two foot by three foot (2' x 3') window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by fifty one inch (37" x 51") window boarded with one half inch (1/2") four (4) ply plywood, one (1) seven foot by eight foot (7' x 8') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood and install eight (8) lock and hasps, located at 4 Troy Street, Elmont;

Item # 2
Case # 6542

WHEREAS, on November 24, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to unsecure door locks for inspector and give keys and lock for inspector to property, located at 4 Troy Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1354.09, the cost associated with the emergency services provided at 4 Troy Street, Elmont, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1354.09 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF CRESCENT STREET, 230.85 FEET SOUTH OF BROADWAY, SEC 41, BLOCK 9, AND LOT (S) 44, A/K/A 25 CRESCENT STREET, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 25 Crescent Street, Hewlett, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one hundred eighty three feet (183') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 25 Crescent Street, Hewlett;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2562.00, the cost associated with the emergency services provided at 25 Crescent Street, Hewlett, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2562.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 2
Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF PENNY LANE, 189.35 FEET WEST OF WATER LANE NORTH. SEC 51, BLOCK 184, AND LOT (S) 13, A/K/A 15 PENNY LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, on October 31, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to supply and install one (1) sixteen foot by twenty foot medium duty tarps and secured with one inch by three inch by eight foot (1" x 3" x 8') furring strips, located at 15 Penny Lane, Levittown;

WHEREAS, on December 16, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to resecure thirty feet (30') of tarp with furring strips, located at 15 Penny Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$580.00, the cost associated with the emergency services provided at 15 Penny Lane, Levittown, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$580.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF SADDLE LANE, 101 FEET SOUTH OF COBBLE LANE. SEC 51, BLOCK 165, AND LOT (S) 29, A/K/A 197 SADDLE LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 197 Saddle Lane, Levittown, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) seventy inch by eighty six inch (70" x 86") door secured with one half inch (1/2") four (4) ply plywood and one (1) sixty inch by eighty six inch (60" x 86") door secured with one half inch (1/2") four (4) ply plywood, located at 197 Saddle Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$248.45, the cost associated with the emergency services provided at 197 Saddle Lane, Levittown, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$248.45 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Dtom # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF BROWER AVENUE AND SUNNYBROOK DRIVE EAST. SEC 54, BLOCK 501, AND LOT (S) 45, A/K/A 3247 BROWER AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3247 Brower Avenue, Oceanside, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty four inch by eighty four inch (34" x 84") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, two (2) three foot by seven foot (3' x 7') HUD style barricade door walls built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and install two (2) lock and hasps located at 3247 Brower Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$368.78, the cost associated with the emergency services provided at 3247 Brower Avenue, Oceanside, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$368.78 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE NORTH SIDE OF ELIZABETH STREET, 75 FEET EAST OF MANHATTAN STREET. SEC 55, BLOCK 291, AND LOT (S) 281-282, A/K/A 45 ELIZABETH STREET, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 45 Elizabeth Street, Roosevelt, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, on May 15, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty three inch by eighty inch (33" x 80") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and one (1) three foot by seven foot (3' x 7') HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 45 Elizabeth Street, Roosevelt;

WHEREAS, on July 16, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) three foot by seven foot (3' x 7') door secured with one half inch (1/2") four (4) ply plywood, located at 45 Elizabeth Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$360.00, the cost associated with the emergency services provided at 45 Elizabeth Street, Roosevelt, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$360.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 2
Case# 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF GRENADA AVENUE, 226.58 FEET WEST OF CONLON ROAD, SEC 55, BLOCK 513, AND LOT (S) 5, A/K/A 173 GRENADA AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 173 Grenada Avenue, Roosevelt, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group for removal of one (1) existing boarded door and re-secured, located at 173 Grenada Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 173 Grenada Avenue, Roosevelt, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF HENRY STREET, 460 FEET WEST OF NASSAU ROAD. SEC 55, BLOCK K, AND LOT (S) 140-142, A/K/A 51 HENRY STREET, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 51 Henry Street, Roosevelt, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty five inch by eighty inch (35" x 80") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and install two (2) door barrier stop locks built with two inch by four inch by four foot (2" x 4" x 4') studs and made into a triangle brace then ramset into the floor and across the back of door, located at 51 Henry Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 51 Henry Street, Roosevelt, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

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

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

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty four inch by eighty two inch (34" x 82") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and one (1) twenty eight inch by thirty eight inch (28" x 38") HUD style window boarded with one half inch (1/2") four (4) ply plywood, located at 11 Lee Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 11 Lee Street, Roosevelt, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF LINDEN PLACE, 192.37 FEET EAST OF PARK AVENUE. SEC 55, BLOCK 480, AND LOT (S) 602-603, A/K/A 7 LINDEN PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) three foot by seven foot (3' x 7') back door secured with two inch by four inch by four foot (2" x 4" x 4') triangle brace, one (1) three foot by four foot (3' x 4') window re-secured with existing boards and one (1) thirty eight inch by eighty one inch (38" x 81") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 7 Linden Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 7 Linden Place, Roosevelt, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF THIRD PLACE, 50.16 FEET SOUTH OF ROOSEVELT AVENUE. SEC 55, BLOCK 453, AND LOT (S) 121-123, A/K/A 23 THIRD PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 23 Third Place, Roosevelt, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have three (3) three foot by four foot (3' x 4') windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty inch by thirty five inch (20" x 35") windows boarded with one half inch (1/2") four (4) ply plywood, four (4) fourteen inch by thirty five inch (14" x 35") windows boarded with one half inch (1/2") four (4) ply plywood, three (3) thirty nine inch by fifty eight inch (39" x 58") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty four inch (40" x 84") door secured with one half inch (1/2") four (4) ply plywood and one (1) ninety inch by ninety six inch (90" x 96") garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, located at 23 Third Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$616.33, the cost associated with the emergency services provided at 23 Third Place, Roosevelt, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$616.33 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF UNDERHILL AVENUE, 100 FEET WEST OF STEVENS STREET. SEC 55, BLOCK 319, AND LOT (S) 1103-1104, A/K/A 36 UNDERHILL AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 36 Underhill Avenue, Roosevelt, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty nine inch by eighty six inch (39" x 86") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 36 Underhill Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 36 Underhill Avenue, Roosevelt, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHEAST CORNER OF ANCHOR WAY AND COMMODORE ROAD. SEC 50, BLOCK 388, AND LOT (S) 7, A/K/A 305 ANCHOR WAY, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty inch inch by fifty eight inch (41" x 58") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty seven inch by forty five inch (27" x 45") HUD style window boarded with one half inch (1/2") four (4) ply plywood, four (4) thirty five inch by fifty seven inch (35" x 57") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty inch (36" x 80") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty one inch by eighty inch (31" x 80") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 305 Anchor Way, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$537.97, the cost associated with the emergency services provided at 305 Anchor Way, Uniondale, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$537.97 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF CLINTON AVENUE, 139 FEET NORTH OF ARGYLE AVENUE. SEC 36, BLOCK 122, AND LOT (S) 504, A/K/A 678 CLINTON AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 678 Clinton Avenue, Uniondale, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) eighteen inch by thirty seven inch (18" x 37") window boarded with one half inch (1/2") four (4) ply plywood, located at 678 Clinton Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 678 Clinton Avenue, Uniondale, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Dtem# 2
Case #6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF GILROY AVENUE, 60 FEET NORTH OF LINDY PLACE. SEC 50, BLOCK 31, AND LOT 228, A/K/A 78 GILROY AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 78 Gilroy Avenue, Uniondale, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty two inch by forty one inch (32" x 41") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty seven inch by forty four inch (27" x 44") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty nine inch by forty inch (29" x 40") window boarded with one half inch (1/2") four (4) ply plywood and one (1) four inch by sixteen inch (4" x 16") exterior soffit hole boarded with one half inch (1/2") four (4) ply plywood, located at 78 Gilroy Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 78 Gilroy Avenue, Uniondale, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF HARDING STREET, 120 FEET WEST OF NASSAU ROAD. SEC 36, BLOCK 148, AND LOT (S) 145-146, A/K/A 1001 HARDING STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1001 Harding Street, Uniondale, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) fifty eight inch by seventy two inch (58" x 72") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty four inch by fifty eight inch (34" x 58") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, four (4) thirty four inch by fifty nine inch (34" x 59") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by fifty eight inch (37" x 58") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by thirty nine inch (28" x 39") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by fifty nine inch (30" x 59") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by forty three inch (28" x 43") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twelve inch by thirty one inch (12" x 31") window boarded with one half inch (1/2") four (4) ply plywood, one (1) one foot by three foot (1' x 3') window boarded with one half inch (1/2") four (4) ply

Item # 2
Case # 6542

plywood, one (1) forty inch by eighty one inch (40" x 81") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty one inch by eighty inch (31" x 80") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and one (1) seven foot by eight foot (7' x 8') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, located at 1001 Harding Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1267.09, the cost associated with the emergency services provided at 1001 Harding Street, Uniondale, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1267.09 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF WESTERN LANE, 200 FEET SOUTH OF WILLOWOOD DRIVE. SEC 51, BLOCK 355, AND LOT 4, A/K/A 12 WESTERN LANE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 12 Western Lane, Wantagh, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps, located at 12 Western Lane, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 12 Western Lane, Wantagh, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF WILLOWOOD DRIVE AND WHISPER LANE. SEC 51, BLOCK 359, AND LOT (S) 19, A/K/A 17 WILLOWOOD DRIVE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install four (4) lock and hasps, located at 17 Willowood Drive, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$288.00, the cost associated with the emergency services provided at 17 Willowood Drive, Wantagh, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$288.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 2
Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF CORNWELL AVENUE, 273 FEET WEST OF WILDWOOD ROAD. SEC 35, BLOCK 602, AND LOT 17, A/K/A 750 CORNWELL AVENUE, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 750 Cornwell Avenue, West Hempstead, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps, located at 750 Cornwell Avenue, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 750 Cornwell Avenue, West Hempstead, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF LINDBERG STREET, 150 FEET NORTH OF PLYMOUTH STREET. SEC 35, BLOCK 376, AND LOT 287, A/K/A 238 LINDBERG STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 238 Lindberg Street, West Hempstead, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to lock and secure all windows on the house, located at 238 Lindberg Street, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 238 Lindberg Street, West Hempstead, New York

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF WILLOW STREET, 134 FEET WEST OF JOAN COURT. SEC 35, BLOCK 402, AND LOT (S) 212, A/K/A 528 WILLOW STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 528 Willow Street, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 365-2014; and

WHEREAS, on October 6, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) eighteen inch by fifty two inch (18" x 52") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by fifty two inch (30" x 52") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by thirty eight inch (34" x 38") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by fifty two inch (40" x 52") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by fifty inch (34" x 50") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by fifty six inch (34" x 56") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by thirty five inch (35" x 35") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by fifty four inch (35" x 54") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty three inch (36" x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eight one inch (40" x 81") HUD style barricade door wall built with two inch by

Item # 2
Case # 6542

]four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and two (2) door barrier stop locks built with two inch by four inch by four foot (2" x 4" x 4') studs and made into a triangle brace then ramset into floor and across back of door, located at 528 Willow Street, West Hempstead;

WHEREAS, on November 10, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open one (1) door wall and re-secure for inspector, located at 528 Willow Street, West Hempstead;

WHEREAS, on December 8, 2015, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps, located at 528 Willow Street, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$874.91, the cost associated with the emergency services provided at 528 Willow Street, West Hempstead, New York

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$874.91 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF FRIENDS OF NASSAU COUNTY RECREATION, INC. TO DISPLAY FIREWORKS CONDUCTED BY PYRO ENGINEERING, INC. HELD AT EISENHOWER PARK, EAST MEADOW, NEW YORK ON MAY 1, 2016.

WHEREAS, Friends of Nassau County Recreation, Inc., of East Meadow, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Pyro Engineering, Inc., 999 So. Oyster Bay Road, Suite 111, Bethpage, New York, held in East Meadow, New York, on May 1, 2016.

WHEREAS, the Public Safety Bureau of the Nassau County Police Department has made an inspection to determine compliance with the provisions of the Explosives Ordinance of the Town of Hempstead and has given its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Friends of Nassau County Recreation, Inc. be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of the Explosives Ordinance of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 3
Case# 28045

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD
TO WAIVE THE ADOPTION FEES ON DOGS AND CATS
DURING THE PERIOD JUNE 25, 2016 THROUGH SEPTEMBER 5, 2016

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

WHEREAS, the Town of Hempstead has designated an adoption theme "SUMMER
OF LOVE" during the period June 25, 2016 through September 5, 2016; and

WHEREAS, the Town Board has determined it is in the best interest of the public to
waive the adoption fees for animals kept at the Town of Hempstead Animal shelter for a
certain period; and

NOW, THEREFORE, BE IT

RESOLVED, that the fees for adoption be waived for all animals adopted from the
Town of Hempstead Animal Shelter for the period June 25, 2016 through September 5,
2016.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4
Case # 21646

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH THE FIVE TOWNS SENIOR CENTER INC. D/B/A CENTER FOR ADULT LIFE ENRICHMENT TO PROVIDE A GRANT TO ASSIST IN ITS PROGRAM OF SERVICES TO THE ELDERLY IN THE SUM OF \$15,000.00.

WHEREAS, The Center for Adult Life Enrichment, having a principal office at 37 East Rockaway Road, Hewlett, New York 11557, has sponsored and operated programs that benefit the seniors of the area; and

WHEREAS, the Five Towns Senior Center, Inc., D/B/A Center for Adult Life Enrichment is making application to the Town of Hempstead for a grant of funds to assist it's programs through the year 2016, in the unincorporated communities; 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 Center for Adult Life Enrichment, in providing for a grant not to exceed the amount of FIFTEEN THOUSAND (\$15,000.00) DOLLARS to be used in its 2016 senior program, and that said amount be paid to the Center for Adult Life Enrichment, 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 # 5
Case # 12492

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
And
FIVE TOWNS COMMUNITY CENTER, INC. D/B/A
CENTER FOR ADULT LIFE ENRICHMENT

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 Five Towns Community Center, Inc. D/B/A Center for Adult Life Enrichment. (hereinafter "Center") a non-profit corporation having its principal office at 37 East Rockaway Road, Hewlett, New York 11557.

WITNESSETH THAT:

WHEREAS, the Center has conducted basic community services and programs for the benefit of seniors in the unincorporated area of the Five Towns in the Town; and

WHEREAS, the Center has requested the Town to provide a grant of FIFTEEN THOUSAND (\$15,000.00) 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 Center;

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

1. The Center agrees to continue its operations located at 37 East Rockaway Road, Hewlett, NY 11557, during the term of this agreement.
2. The Center agrees to continue its basic community services and other programs for seniors in the unincorporated area of the Five Towns.
3. The Center agrees that such senior programs will be supervised and directed by competent adult personnel.
4. The Center agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
6. The Center 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 Center shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.

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

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

10. The Center 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 Center for the services provided by this agreement, up to the amount of FIFTEEN THOUSAND (\$15,000.00) 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 Center 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

CENTER FOR ADULT LIFE
ENRICHMENT

Sign Name Margiana Wolfson
Print Name GEORGINA WOLFSON
Title: Executive Director

APPROVED

By [Signature] Date 5/21/16
[Signature] 6/2/16
KEVIN R. CONROY
TOWN COMPTROLLER

[Signature]
6/1/16

Doc. No. 16-013

APPROVED AS TO FORM
[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/26/16

APPROVED AS TO CONTENT
DATE 5/23/16
[Signature]
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL AND AWARDING THE CONTRACT FOR ONE YEAR FOR SOFTWARE AND HARDWARE MAINTENANCE FOR THE PITNEY BOWES ARRIVAL SYSTEM IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION/MAILROOM, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK.

WHEREAS, Pitney Bowes Inc., submitted a proposal for a one year contract for Software and Hardware Maintenance for the Pitney Bowes Arrival System in use by the Department of General Services, Reproduction Services Division/Mailroom; and

WHEREAS, Pitney Bowes Inc., is the sole source provider for parts and service for Pitney Bowes Arrival System; and

WHEREAS, the equipment covered under this contract is as follows:

<u>Model</u>	<u>Serial#</u>	<u>Description</u>	<u>Price</u>
J782	0010449	Programmable Laser Scanner	\$ 297.93
TSMB	5995065	Basic Software Maintenance Package	\$ 172.99
T5SM	5995065	Arrival Software Maintenance	\$ 349.38
T599	5995065	Arrival Software	INCLUDED
T762	6001569	WIN Tracking Assistant Device	\$ 391.00
T762	6002009	WIN Tracking Assistant Device	\$ 391.00
T762	6002109	WIN Tracking Assistant Device	\$ 391.00
1E3R	0002716	Label Printer	<u>\$ 201.88</u>
Total:			\$ 2,195.18

WHEREAS, said proposal for Software and Hardware Maintenance for the Arrival System is in effect from January 1, 2016 thru December 31, 2016.

WHEREAS, this Town Board, after due deliberation deems that the Software and Hardware Maintenance for the Arrival System proposal submitted by Pitney Bowes Inc., is reasonable and in the best interest of the public;

NOW THEREFORE, BE IT

RESOLVED, that the proposal for Software and Hardware Maintenance for the Arrival System is accepted for use in the Department of General Services, Reproduction Services Division/Mailroom as submitted by Pitney Bowes Inc. with a mailing address of; 27 Waterview Drive, Shelton, CT 06484, and billing address of; P.O. Box 371896, Pittsburgh, PA 15250-7896; at a semi annual rate of One Thousand Ninety-Seven Dollars, and Fifty Nine Cents (\$1,097.59) for a total yearly expense not to exceed Two Thousand One Hundred Ninety-Five Dollars and Eighteen Cents (\$2,195.18) payable in arrears to be charged against Department of General Services Account No. 010-001-1490-4030 Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 6
Case # 17437

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION ACCEPTING THE CONTRACT FOR YEARLY REQUIREMENTS FOR PREVENTIVE MAINTENANCE AND SERVICING OF AN AB DICK 9920 OFFSET PRESS, AS PER SPECIFICATIONS IN CONTRACT #29-2016. IN THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Department of General Services, advertised for bids for the yearly requirements for Preventive Maintenance and Servicing of an AB Dick 9920 Offset Press, as per specifications in Contract #29-2016, in the Department of General Services, Reproduction Services Division, Town of Hempstead, Nassau County, New York; and

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

Jack L Popkin & Co., Inc.
125-10 84th Road
Kew Gardens, NY 11415 \$ 6,700.00 Total for three years

Presstek, Inc.
55 Executive Drive
Hudson, NH 03051 \$10,080.00 Total for three years

WHEREAS, the Commissioner of the Department of General Services recommends that the contract be awarded to the low bidder, Jack L. Popkin & Co., Inc., 125-10 84th Road, Kew Gardens, New York 11415 in the sum of \$2,000.00 (Two Thousand Dollars) for 2016, \$2,200.00 (Two Thousand Two Hundred Dollars) for 2017 and \$2,500.00 (Two Thousand Five Hundred Dollars) for 2018 for the yearly requirements for Preventive Maintenance and Servicing of an AB Dick 9920 Offset Press, as per specifications in Contract #29-2016, in the Department of General Services, Reproduction Services Division, Town of Hempstead, Nassau County, New York; and

WHEREAS, preventative maintenance and servicing of equipment (AB Dick 9920 Offset Press) in use by the Department of General Services, Reproduction Services Division of the Town of Hempstead, County of Nassau, New York; includes the following:

One (1) 9920 Offset Press Serial No. 2471

WHEREAS, all equipment to be serviced quarterly, payable in arrears and in use by the Department of General Services, Reproduction Services Division; and this agreement for Preventative Maintenance and Servicing of Equipment shall commence upon award for three (3) years and must include the following below mentioned specifications for the above mentioned Offset Printing and Accessory attachments, (i.e. water system chain delivery, second color heads, etc); and

WHEREAS, the price for annual maintenance/service contract for each year:

2016.....	\$2,000.00
2017.....	\$2,200.00
2018.....	\$2,500.00

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to award the contract to Jack L. Popkin & Co., Inc., 125-10 84th Road, Kew Gardens, NY 11415 in the sum of \$2,000.00 (Two Thousand Dollars) for 2016, \$2,200.00 (Two Thousand Two Hundred Dollars) for 2017 and \$2,500.00 (Two Thousand Five Hundred Dollars) for 2018 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

Item# 7
Case# 17437

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION ACCEPTING THE CONTRACT FOR YEARLY REQUIREMENTS FOR PREVENTIVE MAINTENANCE AND SERVICING OF THREE RYOBI OFFSET PRESSES, AS PER SPECIFICATIONS IN CONTRACT #29-2016 IN THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK,

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Department of General Services, advertised for bids for the yearly requirements for Preventive Maintenance and Servicing of the Offset Presses, as per specifications in Contract #29-2016, in the Department of General Services, Reproduction Services Division, Town of Hempstead, Nassau County, New York; and

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

Presstek, Inc. 55 Executive Drive Hudson, NH 03051	\$37,800.00 Total for three years
Jack L Popkin & Co., Inc. 125-10 84 th Road Kew Gardens, NY 11415	\$65,160.00 Total for three years

WHEREAS, the Commissioner of the Department of General Services recommends that the contract be awarded to the low bidder, Presstek, Inc. in the sum of \$12,600.00 (Twelve Thousand Six Hundred Dollars) for the yearly requirements for three years for Preventive Maintenance and Servicing of the Offset Presses, as per specifications in Contract #29-2016, in the Department of General Services, Reproduction Services Division, Town of Hempstead, Nassau County, New York; and

WHEREAS, preventative maintenance and servicing of equipment (Offset Printing Presses) in use by the Department of General Services, Reproduction Services Division of the Town of Hempstead, County of Nassau, New York; includes the following:

- 1-3304HA 4 Color Press Serial No.1636
- 1-3304HA 4 Color Press Serial No.1523
- 1-3304HA 4 Color Press Serial No.1721; and

WHEREAS, all equipment to be serviced quarterly, payable in arrears not to exceed \$12,600.00 per year, in use by the Department of General Services, Reproduction Services Division; and this agreement for Preventative Maintenance and Servicing of Equipment shall commence upon award for three years and must include the following below mentioned specifications for the above mentioned Offset Printing Presses and Accessory attachments, (i.e. water system chain delivery, second color heads, etc); and

WHEREAS, the price for annual maintenance/service contract for each year:

2016.....	\$12,600.00
2017.....	\$12,600.00
2018.....	\$12,600.00

Item # 8

Case # 17437

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to award the contract to Presstek, Inc., 55 Executive Drive, Hudson, NH 03051 in the sum of \$12,600.00 (Twelve Thousand Six Hundred Dollars) for 2016, \$12,600.00 (Twelve Thousand Six Hundred Dollars) for 2017 and \$12,600.00 (Twelve Thousand Six Hundred Dollars) for 2018 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 AUTHORIZING DISPOSAL OF OBSOLETE EQUIPMENT OF THE DEPARTMENT OF GENERAL SERVICES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, Resolution No. 680-2016 adopted May 10, 2016, had authorized the Director of Purchasing to receive bids for the sale of obsolete equipment of the Department of General Services, Town of Hempstead, Nassau County, New York; and

WHEREAS, the following bid was received:

Tower Graphic Machinery, Inc.	\$1,101.00
115 Boxwood Drive	
Kings Park, NY 11754	

WHEREAS, the Commissioner of the Department of General Services recommends that the bid submitted by Tower Graphic Machinery, Inc. Mailing and Billing Address – 115 Boxwood Drive, Kings Park, NY 11754; be accepted in the sum of \$1,101.00 (One Thousand One Hundred One Dollars) for the sale of obsolete equipment of the Department of General Services, Town of Hempstead, Nassau County, New York; and

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment is and hereby is declared obsolete in its primary function in the Department of General Services, and should be disposed of.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 9
Case # 1021

CASE NO.

RESOLUTION NO.

ADOPTED:

adoption:

offered the following resolution and moved its

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ENTER A MAINTENANCE AGREEMENT WITH OPEX CORPORATION FOR MAIL PROCESSING EQUIPMENT CURRENTLY IN USE IN THE OFFICE OF THE RECEIVER OF TAXES

WHEREAS, the Town of Hempstead currently has in the Office of the Receiver of Taxes, four (4) mail processing machines which are utilized in its mail room for the bulk processing of mail and other written correspondence; and

WHEREAS, OPEX Corporation, located at 305 Commerce Drive, Moorestown, NJ 08057 is the sole source for maintenance of such equipment and has submitted a maintenance agreement for the following listed machines as follows:

Two (2) Model 51	Serial # 16406, 16407	\$5,250.00 Total
Two (2) AS 3690i	Serial # A1714, A1715	\$ 19,050.00 Total
Two (2) 1 D Bar Code Licensing Fee		\$ 400.00 Total

WHEREAS, the cost of this maintenance agreement of \$24,700.00 per year for the four machines and licensing fee is fair and reasonable; and

WHEREAS, the agreement is effective July 8, 2016 through July 7, 2017;

THEREFORE BE IT

RESOLVED, that the Supervisor is hereby authorized to accept and execute the continuation of the Maintenance Agreement of two (2) Opex Model 51 mail processing equipment and two (2) Opex Model AS 3690i mail processing equipment and two (2) 1 D Bar Code Licensing Fees effective July 8, 2016 through July 7, 2017; and

BE IT FURTHER RESOLVED, that payments of the aforementioned fees are to be made and paid out of Receiver of Taxes account # 010-001-1330-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10
Case # 2964

MASTER MAINTENANCE AGREEMENT ("Agreement")
By and between OPEX CORPORATION ("Vendor") and
Office of Receiver of Taxes ("Customer")

07 / 08 / 2016 ("Effective Date")

1. BASIC TERMS.

1.1 Equipment Covered. The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

1.2 Effective Date; Renewals. Maintenance Service shall begin on the Effective Date listed above and shall continue for one year ("Initial Term"). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties ("Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendors then current pricing.

1.3 Equipment Not Previously Covered. Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications" (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

1.4 Routine Cleaning. The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 Maintenance Service, Generally. Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

2.2 Definition of Customer's Equipment Site(s). "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7(j) below.

2.3 Service Calls. Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Models 72/51/60/ 50	AS3600/ AS3690/ AS7200i
Demand	unitd	unitd
Preventive Maintenance	12	6

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 Field Service Reports. Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of Equipment serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced.

2.5 Response Times. For Eagle, System 150, IEM, MPS 30/40, Mail Matrix, and MPE 5.0/7.5 Equipment (collectively "Capital Equipment"), Vendor shall exert all reasonable efforts to respond to Demand Calls within two (2) hours after such call is received by Vendor, during the designated "Coverage Hours" (as defined in Paragraph 3.3 below). For all other Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

2.6 On-Site Coverage. For a Site with Eagle or System 150 and IEM Equipment, Maintenance Service may be provided on an "On-Site" basis, defined as Maintenance Service provided by a service technician physically located at, and solely dedicated to, the Site. On-Site coverage availability will be determined at the sole discretion of Vendor, and shall be subject to Vendor's then current rates.

2.7 Parts. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

3. GENERAL TERMS.

3.1 Standard Maintenance Charge. Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 4 below ("Standard Maintenance Charge").

3.2 Equipment Usage Charge. Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

<u>Equipment</u>	<u>Envelopes per quarter</u>
AS3600/AS3690/AS7200	N/A*
Models 50/51/60/72	N/A*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 Maintenance Service Coverage Hours, Generally. All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 Coverage Hours for a Site with an Eagle or System 150. For a Site with an Eagle or System 150, Coverage Hours shall be one (1) consecutive five (5) day per week period, eight (8) consecutive hours per day, excluding "Vendor Holidays" (as defined in Paragraph 3.5 below). Customer shall designate the Coverage Hours, which shall be the same each day, and for all Equipment located at the particular Site. Upon thirty (30) days written notice, Customer may shift the eight (8) consecutive Coverage Hours.

3.3.2 Coverage Hours for a Site without an Eagle or System 150. For a Site without an Eagle or System 150, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 Altering Coverage Hours. Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 Increasing Coverage Hours. Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

3.4.2 Decreasing Coverage Hours. Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 Shifting Coverage Hours. Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.5 Vendor Holidays. Vendor observes the following holidays: New Year's Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.6 "Weekend" Coverage. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on the two days per week not covered pursuant to either Paragraph 3.3.1 or Paragraph 3.3.2 above, whichever is applicable ("Weekend Coverage"). Weekend coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.7 Invoicing. Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (eg machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

4.1 Technology. Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

4.2 Diagnostics. In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.3 Confidential Information. During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other Party, which are of a confidential and/or

proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the Receiving Party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

5. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. INFRINGEMENT AND GENERAL INDEMNIFICATION.

6.1 Patent, Copyright and Trademark Infringement Indemnification. Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 Infringement Defense. In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. Infringement Indemnification Limitations. Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 General Indemnity. Each Party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under this Agreement.

6.3 Defense of Claim. In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying Party shall have no authority to enter into any settlement or compromise on behalf of the indemnified Party without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. In all events, the indemnified Party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 Maintenance Service Limitations. Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

(a) fails to provide Vendor with sufficient access to the Equipment, subject to Customer's reasonable Site policies and procedures;

(b) negligently stores, handles operates or alters the Equipment, or uses the Equipment for purposes other than those set forth in the Published Specifications;

(c) continues to fail to provide routine cleaning after being provided notice by Vendor pursuant to Paragraph 1.3 above;

(d) fails to continually provide a suitable environment with all facilities and power as prescribed in the Published Specifications;

(e) uses or operates the Equipment beyond its intended design parameters;

(f) damages the Equipment through its use in conjunction with machinery or software not covered by this Agreement;

(g) performs work, or allows a third party to work, on the Equipment, which is not authorized by Vendor;

(h) alters or modifies in any way, the safety mechanisms, without the written consent of Vendor;

(i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications; or

(j) Customer's relocating Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

7.2 General Limitations. In no event shall either party be liable to the other, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Section 4.3; or (ii) instances of either Party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service.

8. GENERAL PROVISIONS.

8.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

8.2 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8.7 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement; (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.8 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")

By: Joseph F. Muller
Title: Director, Legal Affairs
Date: 5-23-2016

Office of Receiver of Taxes ("Customer")

By: _____
Title: SUPERVISOR
Date: _____

APPROVED
By: [Signature] Date: 5/31/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENTS
DATE: 5/31/16
[Signature]
RECEIVER OF TAXES

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/26/16

EXHIBIT "A" EQUIPMENT SCHEDULE

- 1) Customer's Name: **Office of Receiver of Taxes**
- 2) The Equipment covered by this Agreement is located at the following Site(s):
200 North Franklin St.
Hempstead, NY 11550-1378
- 3) The Equipment covered by this Agreement includes the machines described below:
 - (a) Machine Description: Model 51
Serial Number(s): 16406, 16407
 - (b) Machine Description: AS3690i
Serial Number(s): A1714, A1715

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")

Office of Receiver of Taxes ("Customer")

By: Joseph J. Mueller

By: _____

Title: Director, Legal Affairs

Title: SUPERVISOR

RAC

Date: 5-23-2016

Date: _____

APPROVED
By: [Signature] Date: 5/23/16
[Signature] 5/23/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/26/16

APPROVED AS TO CONTENTS
DATE 5/21/16
[Signature]
RECEIVER OF TAXES

EXHIBIT "B" SERVICE PRICING

Pricing for the Initial Term of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site based on 2016 pricing. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect.

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
Model 51	2,625.00	2	5,250.00
AS3690i	9,525.00	2	19,050.00
1D Barcode Licensing Fee	200.00	2	400.00
Total Service Costs (pre-tax)			\$24,700.00

NOTE: THIS AGREEMENT SPECIFICALLY EXCLUDES VENDOR'S NETWORKING SOLUTION PRODUCT AND ANY OPEN SCAN PRODUCT(S). Any Maintenance Service provided by Vendor to Customer on Vendor's Networking Solution Product will be provided on a time and materials basis only, according to Vendor's published terms and rates then in effect for such service.

CASE NO.

RESOLUTION NO.

ADOPTED:

moved its adoption:

offered the following resolution and

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ENTER INTO A MAINTENANCE AGREEMENT WITH OPEX CORPORATION FOR MAIL PROCESSING EQUIPMENT CURRENTLY IN USE IN THE OFFICE OF THE RECEIVER OF TAXES

WHEREAS, the Town of Hempstead currently has in the Office of the Receiver of Taxes, one (1) Omaton 206 which is utilized in its mail room for the bulk processing of mail and other written correspondence; and

WHEREAS, OPEX Corporation, located at 305 Commerce Drive, Moorestown, NJ 08057 is the sole source for maintenance of such equipment and has submitted a maintenance agreement for the following listed machines as follows:

One (1) Omaton 206	Serial # ZAO2042	\$1,830.00	Total
--------------------	------------------	------------	-------

WHEREAS, the cost of this maintenance agreement of \$1,830.00 per year for the above mentioned machine is fair and reasonable; and

WHEREAS, the agreement is effective June 02, 2016 through June 1, 2017;

THEREFORE BE IT

RESOLVED, that the Supervisor is hereby authorized to accept and execute the continuation of the Maintenance Agreement one (1) Omaton 206 effective June 02, 2016 through June 1, 2017; and

BE IT FURTHER RESOLVED, that payments of the aforementioned fees are to be made and paid out of Receiver of Taxes account # 010-001-1330-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10
Case # 2964

MASTER MAINTENANCE AGREEMENT ("Agreement")
By and between OPEX CORPORATION ("Vendor") and
Office of Receiver of Taxes ("Customer")

06 / 02 / 2016 ("Effective Date")

1. BASIC TERMS.

1.1 Equipment Covered. The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

1.2 Effective Date; Renewals. Maintenance Service shall begin on the Effective Date listed above and shall continue for one year ("Initial Term"). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties ("Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendors then current pricing.

1.3 Equipment Not Previously Covered. Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications" (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

1.4 Routine Cleaning. The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 Maintenance Service, Generally. Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

2.2 Definition of Customer's Equipment Site(s). "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7(j) below.

2.3 Service Calls. Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Ornation
Demand	Unltd
Preventive Maintenance	4

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 Field Service Reports. Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of Equipment serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced.

2.5 Response Times. For Eagle, System 150, IEM, MPS 30/40, Mail Matrix, and MPE 5.0/7.5 Equipment (collectively "Capital Equipment"), Vendor shall exert all reasonable efforts to respond to Demand Calls within two (2) hours after such call is received by Vendor, during the designated "Coverage Hours" (as defined in Paragraph 3.3 below). For all other Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

2.6 On-Site Coverage. For a Site with Eagle or System 150 and IEM Equipment, Maintenance Service may be provided on an "On-Site" basis, defined as Maintenance Service provided by a service technician physically located at, and solely dedicated to, the Site. On-Site coverage availability will be determined at the sole discretion of Vendor, and shall be subject to Vendor's then current rates.

2.7 Parts. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

3. GENERAL TERMS.

3.1 Standard Maintenance Charge. Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 4 below ("Standard Maintenance Charge").

3.2 Equipment Usage Charge. Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

<u>Equipment</u>	<u>Envelopes per quarter</u>
Omaton Equipment	N/A*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 Maintenance Service Coverage Hours, Generally. All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 Coverage Hours for a Site with an Eagle or System 150. For a Site with an Eagle or System 150, Coverage Hours shall be one (1) consecutive five (5) day per week period, eight (8) consecutive hours per day, excluding "Vendor Holidays" (as defined in Paragraph 3.5 below). Customer shall designate the Coverage Hours, which shall be the same each day, and for all Equipment located at the particular Site. Upon thirty (30) days written notice, Customer may shift the eight (8) consecutive Coverage Hours.

3.3.2 Coverage Hours for a Site without an Eagle or System 150. For a Site without an Eagle or System 150, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 Altering Coverage Hours. Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 Increasing Coverage Hours. Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

3.4.2 Decreasing Coverage Hours. Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 Shifting Coverage Hours. Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.5 Vendor Holidays. Vendor observes the following holidays: New Year's Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.6 "Weekend" Coverage. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on the two days per week not covered pursuant to either Paragraph 3.3.1 or Paragraph 3.3.2 above, whichever is applicable ("Weekend Coverage"). Weekend coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.7 Invoicing. Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (eg machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

4.1 Technology. Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

4.2 Diagnostics. In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.3 Confidential Information. During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other Party, which are of a confidential and/or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether

written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the Receiving Party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

5. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. INFRINGEMENT AND GENERAL INDEMNIFICATION.

6.1 Patent, Copyright and Trademark Infringement Indemnification. Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 Infringement Defense. In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. Infringement Indemnification Limitations. Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 General Indemnity. Each Party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under this Agreement.

6.3 Defense of Claim. In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying Party shall have no authority to enter into any settlement or compromise on behalf of the indemnified Party without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. In all events, the indemnified Party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 Maintenance Service Limitations. Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to

such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

(a) fails to provide Vendor with sufficient access to the Equipment, subject to Customer's reasonable Site policies and procedures;

(b) negligently stores, handles, operates or alters the Equipment, or uses the Equipment for purposes other than those set forth in the Published Specifications;

(c) continues to fail to provide routine cleaning after being provided notice by Vendor pursuant to Paragraph 1.3 above;

(d) fails to continually provide a suitable environment with all facilities and power as prescribed in the Published Specifications;

(e) uses or operates the Equipment beyond its intended design parameters;

(f) damages the Equipment through its use in conjunction with machinery or software not covered by this Agreement;

(g) performs work, or allows a third party to work, on the Equipment, which is not authorized by Vendor;

(h) alters or modifies in any way, the safety mechanisms, without the written consent of Vendor;

(i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications; or

(j) Customer's relocating Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

7.2 General Limitations. In no event shall either party be liable to the other, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Section 4.3; or (ii) instances of either Party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service.

8. GENERAL PROVISIONS.

8.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

8.2 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8.7 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement; (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.8 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")

Office of Receiver of Taxes ("Customer")

By: Joseph F. Miller

By: _____

Title: Director, Legal Affairs

Title: Supervisor *Yme*

Date: 5-23-2016

Date: _____

APPROVED
By [Signature] Date 5/27/16
[Signature] 5/31/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENTS
DATE: 5/31/16
[Signature]
RECEIVER OF TAXES

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/26/16

EXHIBIT "A" EQUIPMENT SCHEDULE

- 1) Customer's Name: **Office of Receiver of Taxes**
- 2) The Equipment covered by this Agreement is located at the following Site(s):
200 North Franklin St.
Hempstead, NY 11550-1378
- 3) The Equipment covered by this Agreement includes the machines described below:

(a) Machine Description: Omaton 206
Serial Number(s): ZA02042

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")
By: Joseph F. Muller
Title: Director, Legal Affairs
Date: 5-23-2016

Office of Receiver of Taxes ("Customer")
By: _____
Title: Supervisor
Date: _____ *AME*

APPROVED
By: [Signature] Date: 5/27/16
[Signature] 5/30/16
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENTS
DATE: 5/31/16
[Signature]
RECEIVER OF TAXES

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/26/16

EXHIBIT "B" SERVICE PRICING

Pricing for the Initial Term of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site based on 2016 pricing. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect.

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
Omaton 206	1,830.00	1	1,830.00

Total Service Costs (pre-tax) **\$1,830.00**

NOTE: THIS AGREEMENT SPECIFICALLY EXCLUDES VENDOR'S NETWORKING SOLUTION PRODUCT AND ANY OPEN SCAN PRODUCT(S). Any Maintenance Service provided by Vendor to Customer on Vendor's Networking Solution Product will be provided on a time and materials basis only, according to Vendor's published terms and rates then in effect for such service.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION REJECTING BIDS FOR
CONTRACT IN CONNECTION WITH THE
NEW BATH-HOUSE AT EAST MALL, TOWN PARK,
POINT LOOKOUT, NEW YORK, PW #8-15

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the contract in connection with The New Bath-House at East Mall, Town Park, Point Lookout, New York, and received the following bids:

General Construction:	Woodstock Construction Group 41 Ludlam Ave. Bayville, NY 11709
	National Insulation & GC Corp. 180 Miller Place Hicksville, NY 11801
	Stalco Construction, Inc. 1316 Motor Parkway Islandia, NY 11749
Electrical Contract:	Palace Electric Contracting 3558 Park Ave. Wantagh, NY 11793
	JP Daly & Sons, Inc. 88 Brook Ave. Deer Park, NY 11729
Plumbing Contract:	Rocon Plumbing & Heating Corp. 16 1 st Street Garden City Park, NY 11040
	FJC Plumbing & Heating 3280 Sunrise Highway Wantagh, NY 11793
	ARA Plumbing & Heating, Inc. 2182 Jackson Ave. Seaford, NY 11783
	Seaford Ave. Corp. 21 Brooklyn Ave. Massapequa, NY 11758
HVAC Contract:	Rocon Plumbing & Heating Corp. 16 1 st Street Garden City Park, NY 11040

WHEREAS, the bids submitted were significantly higher than budget allotments;
and

Item # 11
Case # 16905

WHEREAS, the Department of Parks and Recreation will accordingly begin a redesign of the proposed building that will become the New Bath-House at East Mall Town Park, Point Lookout, New York and plans to rebid at a later date.

NOW, THEREFORE, BE IT

RESOLVED, that each of the above listed bids be and the same hereby are rejected.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

AGREEMENT

AGREEMENT, entered into as of the ____ day of June, 2016, by and between the Town of Hempstead, a public employer having its principal office at Hempstead Town Hall, 1 Washington Street, Hempstead, New York 11550 (hereinafter "the town") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized Union, 143 Washington Street, Albany, NY 12224, by its Hempstead Local 880 (hereinafter "CSEA").

WITNESSETH:

WHEREAS, the town and CSEA are parties to a Collective Bargaining Agreement entered into as of January 1, 2013 (hereinafter "the CBA"); and

WHEREAS, the intent and purpose of the CBA is to promote and continue the harmonious relationship between CSEA, the town and its employees and to assure that there be no interruption of services to residents of the town;

WHEREAS, from time to time, it is desirable for the parties to enter into additional agreements to clarify the rights, responsibilities and obligations of the parties with respect to certain town functions and the performance thereof by town employees; and

WHEREAS, in order to resolve certain issues in the Department of Sanitation existing in June of 2011, the parties entered into an additional agreement dated June 21, 2011; and

WHEREAS, the above referred-to, June 21, 2011 agreement remains in effect; and

WHEREAS, the parties have agreed to make certain revisions to the June 21, 2011 agreement and have reached this understanding which is intended to amend those portions of the said agreement sought to be revised and restate those portions of the said agreement that are intended to remain in effect;

NOW, THEREFORE, it is agreed as follows:

1. **Definitions.** As used in this agreement, the terms below are defined as indicated.

a. "Change in Law" means a change, after the town board approves this Agreement, in any federal, state, county, town or other local law, ordinance, code, rule, regulation or other legislation, or in the interpretation thereof, or the imposition of any material conditions, after the town board approves this Agreement, on the issuance or renewal of any official permit, license or approval.

b. "Collection Personnel" are employees who perform their services on a "task" basis. The term includes those who collect MSW, Yard Waste, and who work on Recycling Collection Routes and Special Routes.

c. "the Commissioner" refers to the commissioner of the Town of Hempstead Department of Sanitation.

d. "Curb Service" refers to the practice, in residential areas, of collecting refuse from containers that have been placed in a visible and accessible area between the sidewalk line and the curblin immediately in front of the premises.

e. "Effective Date" means the first collection day of the week after the signing of this agreement by the town supervisor pursuant to a resolution authorizing and directing him to execute same and the signing of this agreement by the appropriate representatives of CSEA, and the later of

- the date on which the Merrick Transfer Station is reopened, and
- July 5, 2016.

f. "Grandfathered Employees" means George Collier, Ralph J. D'Alessandro, Frank P. Maniaci, Chris Silvester and John R. Ventola, all of whom are employees of the Department of Sanitation on the date of this agreement.

g. "Municipal Solid Waste" or "MSW" refers to the type of waste which, at the time of this agreement and in non-holiday weeks, is collected by town personnel on Monday, Tuesday, Thursday and Friday and which, as of the date of this agreement, is acceptable for processing at the Covanta Hempstead waste-to-energy facility.

h. An "Open Route" is an MSW route, a Yard Waste route or a Recycling Collection Route which, but for the availability of unassigned Grandfathered Employees, would not be collected on schedule because of a personnel shortage.

i. A "Recycling Collection Route" is a route for the collection of newspaper, glass, plastic, metal, and/or such other items as may, in the future, be deemed recyclable without appointment, pursuant to Article VI of Chapter 128 of the Town Code.

j. "Rear Door Service" refers to the practice, in residential areas, of collecting garbage from containers that have been placed adjacent to the main building (dwelling).

k. "Special Routes" are those for the exclusive purpose of collecting so-called "bulky waste," construction and demolition debris (C&D), electronic waste, metal objects and metal objects containing Freon®.

l. "Yard Waste" is the type of material which, at the time of this agreement and in non-holiday weeks, is collected by town personnel on Wednesday and includes grass clippings, leaves, bundles of twigs or branches, brush, tree trunks, logs, stumps, all up to six (6) inches in diameter, natural holiday trees and wreaths and other general tree and yard or garden waste.

2. **MSW, Yard Waste Routes.** Beginning on the Effective Date, the town will reduce the number of Municipal Solid Waste collection routes from a daily total of forty-eight (48) to a daily total of forty-four (44). In addition, Yard Waste routes will be reduced from forty-eight (48) to forty-four (44).

a. The practice of increasing the number of MSW crews on the first and second MSW collection days after both the Memorial Day and Labor Day holidays is rescinded and shall no longer be in effect.

b. The practice of increasing the number of Yard Waste collection crews on certain Wednesdays (or such other days on which Yard Waste would otherwise be routinely collected) during the spring and autumn, to be selected by CSEA, is rescinded and shall no longer be in effect.

c. Subject to the availability of equipment and manpower (without requiring the payment of overtime) the town will make a good faith effort to provide relay support trucks for the collection of Yard Waste when reasonably necessary to mitigate the collection impact of seasonally heavy Yard Waste generation.

3. Rear door service eliminated. Beginning on the Effective Date, all collection of MSW in Town of Hempstead collection districts, including Merrick/North Merrick and Lido/Point Lookout shall be through Curb Service. The practice providing Rear Door Service in the aforementioned communities is eliminated.

4. Special Routes. Subject to the provisions of section 4(a), 4(b) and 4(c), below, and beginning on the Effective Date, the Department of Sanitation will field as many Special Routes as the Commissioner (or the Commissioner's designee), in his or her sole discretion, believes are necessary based on ticket volume, there being no minimum number of routes required. All such routes shall be serviced by Grandfathered Employees, to the extent such employees have reported to work by the time specified in section 6 hereof. In the event Grandfathered Employees have not reported to work by the time specified in section 7 hereof then Special Routes shall be serviced by such other employees as the Commissioner (or the Commissioner's designee) may select.

a. In order to assure the segregation of materials for proper recycling, no route or crew shall be required to collect more than one type of material (bulky waste, C&D, electronic waste, metal or special metals containing Freon®) on any day.

b. No crew assigned to a special route for the purpose of collecting metal objects or objects containing Freon® shall be assigned more than fifty-eight (58) tickets on any day.

c. No crew assigned to a special route for the purpose of collecting bulky waste or C&D shall be assigned more than sixty-four (64) tickets on any day.

d. In the event that there are Grandfathered Employees who are without assignment on any day due to a shortage of special collection tickets, such employees shall accept assignment, in order of seniority (from least to most senior) as a member of a crew servicing an Open Route. In the event that no such Open Routes shall exist on any day, Grandfathered Employees who are without Special Route assignments shall be given a right of first refusal for assignment with MSW, Yard Waste or recycling crews, in order of seniority (from most to least senior), in a position for which the employee is qualified. No Grandfathered Employee declining such assignment may leave the Department of Sanitation until all Special Routes for the day have been completed.

5. Recycling. The town will continue its practice of servicing twelve (12) Recycling Collection Routes per day. All such routes shall be staffed by three (3) person crews utilizing rear-loading packer vehicles.

6. **Disposal of MSW.** Based on a schedule to be developed by the Commissioner, twenty-two (22) crews servicing MSW collection routes shall be permitted, at their discretion, to dispose of material at the town's solid waste transfer facility in Merrick or at the Covanta waste-to-energy facility in Westbury each day. The schedule shall be developed so as to be equitable. For the purposes of this paragraph, a schedule is equitable when:

- every crew which covers MSW routes on four (4) different days per week is permitted, at its discretion, to dispose of material it collects at the town's solid waste transfer facility in Merrick or at the Covanta waste-to-energy facility in Westbury not less than twice per week; and
- during every two week period, each crew is scheduled to exercise such discretion on not less than two Mondays, two Tuesdays or a combination of one Monday and one Tuesday. Where there is no scheduled collection on a Monday or Tuesday, the first collection of that particular week shall be substituted for the day on which there is no collection for purposes of determining compliance with this section.

a. The parties agree that there will be days when *bona fide* conditions including, but not limited to construction, permit issues, etc., will make it impossible to accept town MSW at the above-referenced transfer facility. On such occasions, MSW will be disposed of at the Covanta facility and the town shall not be considered to be in breach of the above section 6.

b. In the event that *bona fide* conditions make it impossible to accept town MSW at the town's Merrick transfer facility for a period exceeding two (2) weeks then, at the end of such two (2) week period, the town will reinstitute a forty-eight (48) route MSW and Yard Waste schedule. Such forty-eight (48) route schedule shall continue until such time as conditions again permit acceptance of town MSW at the Merrick transfer facility at which time operations under a forty-four (44) route schedule will resume.

c. The above sections 6, 6(a) and 6(b) assume that the town and Covanta are parties to an agreement that requires Covanta to accept town waste and, further, that the company is not entitled to reject town waste under that agreement. In the event that no such agreement exists, or such agreement exists but Covanta is entitled to reject town waste, deliveries of MSW that would otherwise have gone to Covanta shall be delivered to a waste disposal facility selected by the Commissioner. Nothing in this Agreement requires the town to renew its current service agreement with Covanta or to exercise any options therein.

7. **Start time.** Beginning on the Effective Date, all Collection Personnel shall "scan in" at or before 6:15 A.M. Those failing to do so (including those who fail to scan in as the result of inadvertence and who shall be presumed late) shall be subject to the town's normal disciplinary process. Collection of all routes shall be performed in accordance with the schedule contained in the Hempstead Town Code.

a. Collection Personnel who call the Sanitation Department before 6:15 A.M. on a collection day to report a same-day anticipated lateness may be assigned a collection route provided that they scan in at or before 6:30 A.M. Such assignment, however, shall not be interpreted as curing a lateness and any employee so assigned shall still be subject to discipline.

b. In addition to the discipline provided for in section 7, above, any collection employee who scans in after 6:15 A.M. without having called the Sanitation Department to report a same day anticipated lateness shall not be assigned any work for that day and shall, at the employee's option, be placed on "no pay" status for the day or, if available to the employee, be charged with use of an emergency personal day.

c. In addition to the discipline provided for in section 7, above, any collection employee who scans in after 6:30 A.M. shall not be assigned any work for that day and shall, at the employee's option, be placed on "no pay" status for the day or, if available to the employee, be charged with use of an emergency personal day.

d. Collection Personnel making use of vacation, personal or sick time shall request such time using applicable Department of Sanitation procedures. Employees failing to make use of such procedures, and who fail to scan in as provided above, shall be subject to the town's normal disciplinary process.

8. Equitable Work Distribution. It is the goal of the town and CSEA that work performed by Collection Personnel be distributed as equitably as possible. In order to achieve this goal, the Commissioner may, and upon CSEA's request not more than once every three (3) months made in writing to the Commissioner, the Commissioner shall convene a meeting of a committee to review route configuration and assignments. The members of such committee shall consist of:

- the Commissioner,
- up to four (4) members appointed by the Commissioner,
- the CSEA president or the CSEA president's designee, and
- up to four (4) members appointed by the CSEA president.

The town agrees to make a *bona fide* effort to consider recommendations made by such committee for the purpose of equitably distributing collection work among employees.

a. Nothing in this Agreement shall be construed as prohibiting the committee established by this section from meeting more frequently than every three months if, in the opinion of the Commissioner and the CSEA president, more frequent such meetings would be useful.

9. Change in Law. Nothing in this Agreement shall be construed as requiring the town to engage in any collection or disposal practice which practice is made unnecessary, or illegal as the result of a Change in Law. Neither party shall be deemed to be in breach of this Agreement for its failure to abide by a term of this Agreement which is made illegal or for which compliance is made significantly more burdensome as a result of a Change in Law.

a. CSEA and the town agree that, in the event either party asserts a Change in Law or circumstance pursuant to section 9, above, the parties will commence negotiations in an effort to restore their relative positions, if and to the extent possible, before the Change in Law or circumstance occurred.

10. **Mutual Drafting.** CSEA and the town each acknowledge that they have received independent advice in entering into this Agreement. This Agreement is the result of the joint efforts of CSEA and the town, and each provision hereof has been subject to mutual consideration, negotiation and agreement of the parties. Accordingly, there is to be no construction of this Agreement against either party based on any presumption of that party's involvement in the drafting thereof.

11. **Construction of this Agreement.** This Agreement is to be construed, at all times, as being consistent with the laws of the United States, the State of New York, Nassau County and the Town of Hempstead. Unless the context expressly indicates otherwise, it is also to be interpreted consistently with the CBA and not as a change thereto.

12. **Complete Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. Any prior agreement purporting to cover the specific subject matter hereof, including the agreement between the town and CSEA dated June 21, 2011, is hereby repealed and of no further force or effect.


a. This Agreement may only be amended by a written document duly executed by all parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this agreement on the date and year above written.

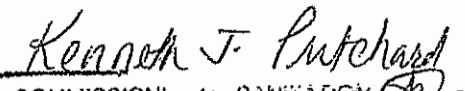
TOWN OF HEMPSTEAD

TOWN OF HEMPSTEAD LOCAL 880,
CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC.

by: _____
Anthony J. Santino
Supervisor

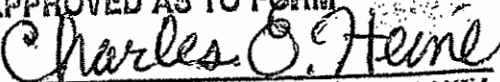
by: 
Charles Sellitto
President

APPROVED


COMMISSIONER OF SANITATION

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000, AFSCME, AFL-CIO

by: 
James Della Rocca
Labor Relations Specialist

APPROVED AS TO FORM

SENIOR DEPUTY TOWN ATTORNEY
DATE 6/14/16

ACKNOWLEDGEMENTS

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 is the Supervisor of the Town of Hempstead, the corporation described in and which executed the foregoing agreement and that he knows the corporate seal; that it was 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 13th day of JUNE, 2016, before me personally came CHARLES SELLITTO, to me known and being by me duly sworn, did depose and say that he is the President of the Town of Hempstead Local 880, CSEA, the unit described in and which executed the foregoing agreement and that he signed his name thereto by order of the Board of Directors of said Town of Hempstead Local 880.

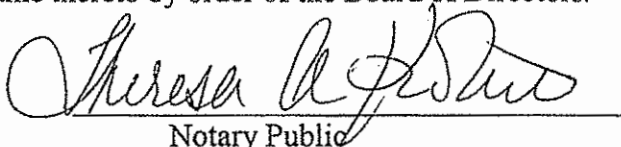
THERESA A. KOHUTKA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KO6265873
Qualified in Suffolk County
My Commission Expires July 23, 2016


Notary Public

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

On this 13th day of JUNE, 2016, before me personally came JAMES DELLA ROCCA, to me known and being by me duly sworn, did depose and say that he is employed by the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO; that he is a labor relations specialist employed by the corporation described in and which executed the foregoing agreement and that he signed his name thereto by order of the Board of Directors.

THERESA A. KOHUTKA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KO6265873
Qualified in Suffolk County
My Commission Expires July 23, 2016


Notary Public

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR
TO RENEW THE TOWN'S FIRE, MULTI-PERIL,
AND FLOOD INSURANCE POLICES AND TO
PAY THE ASSOCIATED PREMIUMS.

WHEREAS, the Town of Hempstead regularly maintains
fire and multi-peril real property insurance and flood
insurance on selected town and town special district
properties; and

WHEREAS, the Town's existing insurance policy with
Lexington Insurance Company, 100 Summer Street, Boston,
Massachusetts, a Chartis insurance company, and the existing
flood insurance policy with Axis Surplus of Alpharetta,
Georgia will both expire on June 30, 2016 and the Town is
desirous of continuing such coverages; and

WHEREAS, the Town of Hempstead's insurance broker,
March USA, Inc., 1166 Avenue of the Americas, New York, New
York, has been successful in continuing the Town's coverage
with Lexington Insurance Co. and placing the excess flood
insurance policy with RSUI Indemnity Co., 945 East Paces
Ferry Rd., Suite 1800, Atlanta, Georgia , 30326; and

WHEREAS, it is in the public's interest for the Town
to maintain insurance coverage on selected town and town
special district properties and to pay the premiums for such
coverage;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is
authorized at his sole and unfettered discretion to execute
such document or documents necessary to obtain fire and
multi-peril insurance coverage and flood insurance coverage
on selected town and town special district locations,
properties, equipment, and contents commencing July 1, 2016
with Lexington Insurance Co., and RSUI Indemnity Co. for a
one year term and to pay premiums for such insurance
coverage in the amount of seven hundred and seven thousand
two hundred and forty nine dollars and seventy cents
(\$707,249.70) and such premiums shall be paid out of and
charged to the insurance accounts of the appropriated funds.

AYES:

NOES:

Item # 13
Case # 16457

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 1218-2010
ACCEPTING A PROPOSAL FROM LIGHTOWER FIBER
NETWORKS II, LLC TO EXTEND THE TERM FOR
MAINTENANCE AND SUPPORT OF FIBER CONNECTIVITY
AT THE DIVISION OF TRAFFIC CONTROL LOCATED AT
1580 MERRICK ROAD, MERRICK, NEW YORK AND THE
DEPARTMENT OF SANITATION LOCATED AT
1600 MERRICK ROAD, MERRICK, NEW YORK AND THE
INFORMATION & TECHNOLOGY DEPARTMENT UNDER
STATE CONTRACT # PS63764

WHEREAS, Lightower Fiber Networks II, LLC has made a proposal to extend the term of maintenance and support based upon their New York State Contract # PS63764 of fiber connectivity between the Division of Traffic Control and the Department of Sanitation and the Information & Technology Department; and

WHEREAS, the term of the above stated services is until August 15, 2017 and will Cost \$1,500.00 per month. Said money shall be split equally between Sanitation Telephone Account # 300-006-8110-4180 and General Services Telephone Expense Account #010-001-1490-4180; and

WHEREAS, the Commissioner of the Department of General Services deems the proposal from Lightower Fiber Networks II, LLC to be in the best interest of the Town of Hempstead; and

NOW, THEREFORE, BE IT

RESOLVED, that the proposal received from Lightower Fiber Networks II, LLC be accepted, as it is.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14
Case# 14301

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR
TO SETTLE THE CLAIM OF PROGRESSIVE
CASUALTY INSURANCE COMPANY AS SUBROGEE
OF SHABAZZ LOPEZ, IN THE AMOUNT OF
\$11,575.69.

WHEREAS, Progressive Casualty Insurance Company, as Subrogee of (a/s/o) Shabazz Lopez with offices in Los Angeles, California, made a vehicle damage and car rental claim against the Town of Hempstead when Progressive's insured sustained damage to his 2012 Honda motor vehicle when said motor vehicle was in a collision with a Town of Hempstead Highway Department motor vehicle in the Highway Department yard facility in Franklin Square, New York on November 5, 2015; and

WHEREAS, subsequent to making this claim, a proposal was made between Progressive Casualty Insurance Company a/s/o Shabazz Lopez and the Claim 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 in the amount of \$11,575.69; and

WHEREAS, Progressive Casualty Insurance Company a/s/o Shabazz Lopez 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 and car rental claim of Progressive Casualty Insurance Company a/s/o Shabazz Lopez for damages occurring on November 5, 2015 in the amount of \$11,575.69 in full and final settlement of this claim, the aforesaid settlement to be paid out of the Part Town-Highway Department Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 16
Case # 10889

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A LEASE AGREEMENT FOR KYOCERA COPIER FOR USE IN THE DEPARTMENT OF ENGINEERING, TOWN OF HEMPSTEAD, NASSAU COUNTY, N.Y.

WHEREAS Kyocera Document Solutions and their authorized dealer CCP Solutions, LLC, has submitted a lease agreement to the Department of Engineering for a Kyocera TASKalfa3551ci copier; and

WHEREAS Kyocera Document Solutions and their authorized dealer CCP Solutions, LLC recommends that the Kyocera model TASKalfa3551ci copier is best suited for the reproduction needs of the Engineering Department and that the machine is the best economic interest of the Department; and

WHEREAS, CCP Solutions, LLC has provided a notice assigning said lease agreement to CIT Bank, N.A., 10201 Centurion Parkway N. #100, Jacksonville, Florida 32256, for the lease of said Kyocera copier; and

WHEREAS, the lease agreement states the price is \$338.52 per month for 39 months, including full service maintenance and all supplies, and the Commissioner of Engineering recommends accepting said agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized and directed to accept the agreement submitted by CIT Bank, N.A., 10201 Centurion Parkway N. #100, Jacksonville, Florida 32256 for the lease of Kyocera TASKalfa3551ci copier for use in the Department of Engineering, Town of Hempstead, Nassau County, NY, and. said payments are to be made from the Department of Engineering Account Number 010-001-1440-4250

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17
Case # 6317

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID PROPOSAL FOR
2016 PEDESTRIAN ACCESS RAMP INSTALLATION
PROGRAM, TOWN OF HEMPSTEAD, NASSAU COUNTY,
NEW YORK PW# 23-16

WHEREAS, the Commissioner of General Services advertised for bids for 2016 Pedestrian Access Ramp Installation Program, Town of Hempstead, Nassau County, New York, PW# 23-16; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on June 2, 2016; and

.0
..[

WHEREAS, the following bids were received and referred to the Engineering Department for examination and report:

Valente Contracting Corp.	\$247,123.65
Louis Barbado Landscaping, Inc.	\$248,258.50
Roadwork Ahead, Inc.	\$267,338.00
Stasi Brothers Asphalt Corp.	\$290,111.00
J. Anthony Enterprise, Inc.	\$294,700.00
Woodstock Construction	\$431,317.00
Biltwell Contractors	\$731,050.00

WHEREAS, the Commissioner of Engineering reported that the lowest bid was received from Valente Contracting Corp., in the sum of \$247,123.65 and recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified.

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Valente Contracting Corp., 77 Jackson Avenue, Mineola, NY, 11501, for the 2016 Pedestrian Access Ramp Installation Program, Town of Hempstead, Nassau County, New York, PW# 23-16 be accepted subject to the execution of a contract by it; and

NOW THEREFORE, BE IT

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 Highway Capital Funds Account No: 9554-503-9554-5010, not to exceed the sum of \$247,123.65.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18
Case # 21364

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilman _____ offered the following resolution and moved for its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE PUBLICATION "NEWSDAY" FOR PROMOTION OF THE TOWN'S 2016 INDEPENDENCE CELEBRATION AND ALSO AUTHORIZING PAYMENT BY THE TOWN TO "NEWSDAY" FOR SAID PROMOTION

WHEREAS, on Saturday evening, June 25, 2016, the Town of Hempstead is hosting the "Annual Independence Celebration" complete with concert performance and fireworks display that is presented each year to honor the heroic men and women of our nation's armed forces who served gallantly in defense of our country's freedom; and

WHEREAS, the Town of Hempstead deems it to be in the public interest to host recreational and cultural attractions of this magnitude and to promote and advertise them through various media outlets in an effort to increase awareness and maximize participation; and

WHEREAS, Newsday, located at 235 Pinelawn Road, Melville, New York, 11747, will provide an effective method of publicity and promotion through publication of a front page, one-sided "stick-on" advertisement to announce the 2016 "Independence Celebration;" and

WHEREAS, the "sticky" advertisement, will be published on Friday, June 24 for a cost of \$6,571.00; and

NOW, THEREFORE, BE IT

RESOLVED, that said agreement for advertising and payment to NEWSDAY is hereby authorized in the amount of \$6,571.00. The amount is to be charged against the Department of Parks and Recreation Code # 400-007-7110-4060, Advertising and Promotion.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 19

Case # 6473

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EXTERIOR MAINTENANCE BIDS FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, one of the elements of said Community Development Program encompasses the acquisition of properties by the Town of Hempstead and said properties require exterior maintenance for an interim period prior to the disposition of said property; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development advertised in the local newspaper and requested sealed bids, for two (2) landscapers, due to the size and volume of the properties, and to insure proper maintenance throughout the year, framed in accordance with the requirements of the United States Department of Housing and Urban Development, for the following properties;

Package 1
Elmont:

- 1. Section - 32 Block - 362 Lot - 16
Section - 32 Block - 362 Lot - 41
- 2. Section - 32 Block - 362 Lot - 42
Section - 32 Block - 362 Lot - 43
- 3. Section - 32 Block - 365 Lot - 199
- 4. 546 Hempstead Turnpike

Roosevelt:

- 1. 224 Manhattan Avenue
- 2. 530 Nassau Road
- 3. 48 Andrew Street

Package 2
Roosevelt:

- 1. 509, Nassau Road
- 2. 301, 303, 305, 307, 311 Nassau Road
- 3. 153 West Debevoise Avenue
- 4. 335 Nassau Road, South of Nassau Road
- 5. Section - 55 Block - 319 Lot - 1131/1132

- 6. 314 Clinton Avenue
- 7. Section 55 Block 548 Lots 29-30,
- 8. Section 55 Block K Lot 403

WHEREAS, the Notice To Bidders resulted in two sealed (2) bids being submitted to the Department of Planning and Economic Development as follow:

H & D Landscaping

Package 1 \$7,140.80
 Package 2 \$14,332.00

Mendoza Landscaping

Package 1 \$10,100.00
 Package 2 \$5,400.00

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid response of Harold Munson D/B/A H & D Landscaping Company, located at 15 Park Place, Roosevelt, New York 11575 is qualified to provide the necessary landscaping services and has been awarded Package 1 by the Department; and

Item # 20
Case # 18675

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid response of MENDOZA LANDSCAPING CORPORATION, located at 679 Rose Blvd., Baldwin, New York 11510 is qualified to provide the necessary landscaping services is hereby being awarded Package 2 as required by the Department; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to accept the bid for professional services by and between the Town of Hempstead and Harold Munson D/B/A H & D Landscaping Company for a term commencing June 1, 2016 ending December 31, 2016 in an amount not to exceed the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS, which also includes fees for snow and debris removal as needed; and

RESOLVED, that the Supervisor is hereby authorized to accept the bid for professional services by and between the Town of Hempstead and Mendoza Landscaping Corporation for a term commencing June 1, 2016 ending December 31, 2016 in an amount not to exceed the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS, which also includes fees for snow and debris removal as needed; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to Harold Munson D/B/A H & D Landscaping Company in accordance with the fee structure attached as Schedule "B" to the bid, upon receipt by said Commissioner of a claim form completed by Harold Munson D/B/A H & D Landscaping Company specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under the terms of the bid.

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to MENDOZA LANDSCAPING CORPORATION in accordance with the fee structure attached as Schedule "B" to the bid, upon receipt by said Commissioner of a claim form completed by MENDOZA LANDSCAPING CORPORATION specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under the terms of the bid.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION OF THE
LEASE AGREEMENT WITH ACME AUTO LEASING, LLC,
FOR THE LEASING OF VEHICLES TO BE USED BY THE
DEPARTMENT OF PLANNING AND ECONOMIC
DEVELOPMENT IN CONNECTION WITH ITS FEDERALLY
FUNDED COMMUNITY DEVELOPMENT PROGRAM**

WHEREAS, the Commissioner of the Department of Planning and Economic Development had advised the Town Board of the necessity of leasing eleven (11) vehicles for the term to commence on or after June 1, 2016 for a period of 2 months under Resolution No. 632-2015 in connection with the Town's Federally Funded Community Development Program; and

WHEREAS, the cost of leasing said vehicles was funded from Federal funds derived from the Community Development Block Grant Program; and

WHEREAS, the Department of Planning and Economic Development requested New York State Contract # PC65041 from the list of qualified contractors and prices from the State of New York Office of General Services for the lease of eleven (11) Ford Fusion SE vehicles; and

WHEREAS, ACME AUTO LEASING, LLC. located at 440 Washington Avenue, North Haven, CT 06473, was the qualified contractor and had reported its submission of a monthly rate for eleven (11) Ford Fusions SE vehicles in an amount not to exceed \$304.00 per month for two (2) months; and

WHEREAS, the Town Board deems Acme Auto Leasing, LLC as a qualified contractor and that the monthly lease rate of \$304.00 per vehicle was fair and reasonable; and

WHEREAS, the Department of Planning and Economic Development is requesting that the leases with ACME AUTO LEASING, LLC be extended for an additional two (2) months with the same terms and conditions as the existing contract.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and adopts the two (2) month lease extension agreement for two (2) months for the eleven (11) vehicles used by the Department of Planning and Economic Development in connection with the Town's Federally Funded Community Development Program; and

BE IT FURTHER

RESOLVED, that the lease rate of the leased vehicles be disbursed from the appropriate Community Development Account upon presentation of a duly executed claim submitted to the Commissioner of the Department of Planning and Economic Development; and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Planning and Economic Development is authorized to execute all documents reasonably associated with the leasing of the subject vehicles.

The foregoing resolution was adopted upon roll as follows:

Item# 21
Case# 18675

AYES: ()

NOES: ()

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLAN SUBMITTED BY RMS ENGINEERING, ON BEHALF OF CAPPARELLI PROPERTYS 286 ROOSEVELT WAY, WESTBURY NY, IN CONNECTION WITH BUILDING APPLICATION NO. 201406872, FOR THE CONSTRUCTION OF A ONE STORY, 2,493 SQUARE ARBY'S RESTAURANT WITH ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE SOUTHWEST CORNER OF HEMPSTEAD-FARMINGDALE TURNPIKE AND FRONT STREET AKA 2080 HEMPSTEAD TURNPIKE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, RMS Engineering, on behalf of Capparelli Propertys 286 Roosevelt Way, Westbury NY, has submitted an application bearing no. 201406872, for the construction of a one story, 2,493 square Arby's restaurant with associated site improvements, located on the Southwest corner of Hempstead-Farmingdale Turnpike and Front Street AKA 2080 Hempstead Turnpike, East Meadow, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a site plan entitled, Site Alignment Plan, page SP-2, dated September 21, 2015, last revised on April 22, 2016, and bearing the seal of Christopher W. Robinson, P.E. license no. 67519, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305, to be shown; and

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

WHEREAS, the Town Board, after giving due consideration to those matters required to be considered by them pursuant to 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;

NOW THEREFORE, BE IT

RESOLVED, that the site plan submitted by RMS Engineering, on behalf of Capparelli Propertys 286 Roosevelt Way, Westbury NY, entitled, Site Alignment Plan, page SP-2, dated September 21, 2015, last revised on April 22, 2016, and bearing the seal of Christopher W. Robinson, P.E. license no. 67519, University of the State of New York, in connection with building application bearing no. 201406872, for the construction of a one story, 2,493 square Arby's restaurant with associated site improvements, located on the Southwest corner of Hempstead-Farmingdale Turnpike and Front Street AKA 2080 Hempstead Turnpike, East Meadow, 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# 29510

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLAN SUBMITTED FOR A WENDY'S RESTAURANT WITH DRIVE THRU BY BOHLER ENGINEERING, ON BEHALF OF 33 AUSTIN BLVD., LLC IN CONNECTION WITH BUILDING APPLICATION #201415760, FOR CONSTRUCTION OF A WENDY'S RESTAURANT WITH DRIVE THRU AND ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE EAST SIDE OF AUSTIN BOULEVARD, 117 FEET SOUTH OF BAKER COURT, ISLAND PARK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Bohler Engineering, on behalf of 33 Austin Blvd., LLC has submitted an application bearing #201415760, for construction of a Wendy's Restaurant with drive-thru and associated site improvements located on the east side of Austin Blvd., 117 feet south of Baker Court, Island Park, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Site Development Plan, dated September 21, 2015, last revised March 14, 2016, and bearing the seal of Joseph A. Deal, P.E., License # 087122, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

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

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

NOW THEREFORE, BE IT

RESOLVED, that the site development plan submitted by Bohler Engineering on behalf of the 33 Austin Blvd., LLC entitled Site Development Plan, dated September 21, 2015 and last revised March 14, 2016 and bearing the seal of Joseph A. Deal P.E., License #087122, University of the State of New York, in connection with building application #201415760, for construction of a Wendy's Restaurant and drive-thru with associated site improvements located on the east side of Austin Blvd., 117 south of Baker Court, Island Park, 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 # 23
Case # 29511

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLAN SUBMITTED BY RMS ENGINEERING, ON BEHALF OF ELIAS PROPERTIES LEVITTOWN LLC, 500 NORTH BROADWAY JERICHO N.Y., IN CONNECTION WITH BUILDING APPLICATION NO. 201513208, FOR THE CONSTRUCTION OF A 114,660 SQUARE FOOT, HOME DEPOT BUILDING WITH ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE SOUTHEAST CORNER OF HEMPSTEAD TURNPIKE AND GARDINERS AVENUE AKA 3350 HEMPSTEAD TURNPIKE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, RMS Engineering, on behalf of Elias Properties Levittown LLC, 500 North Broadway Jericho N.Y., has submitted an application bearing no. 201513208, for the construction of a 114,660 square foot, Home Depot building with associated site improvements, located on the Southeast corner of Hempstead Turnpike and Gardiners Avenue AKA 3350 Hempstead Turnpike, Levittown, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a site plan entitled, Site Alignment Plan, page SP-2, dated September 23, 2015, last revised on March 28, 2016, and bearing the seal of Christopher W. Robinson, P.E. license no. 67519, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305, to be shown; and

WHEREAS, said site plan has been approved as submitted the Commissioner of the Highway Department, the Town Engineer and the Commissioner of Buildings and pending approval by the Nassau County Department of Public Works; and

WHEREAS, the Town Board, after giving due consideration to those matters required to be considered by them pursuant to 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;

NOW THEREFORE, BE IT

RESOLVED, that the site plan submitted by RMS Engineering, on behalf of Elias Properties Levittown LLC, 500 North Broadway Jericho N.Y, entitled, Site Alignment Plan, page SP-2, dated September 23, 2015, last revised on March 28, 2016, and bearing the seal of Christopher W. Robinson, P.E. license no. 67519, University of the State of New York, in connection with building application bearing no. 201513208, for the construction of a 114,660 square foot, Home Depot building with associated site improvements, located on the Southeast corner of Hempstead Turnpike and Gardiners Avenue AKA 3350 Hempstead Turnpike, Levittown, 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# 24
Case# 24687

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THREE EMPLOYEES
OF THE DEPARTMENT OF PARKS AND RECREATION TO
TAKE AN ONLINE GRANT WRITING COURSE OFFERED BY
MOLLOY COLLEGE AND APPROVING REIMBURSEMENT TO
THE DESIGNATED EMPLOYEES FOR RELATED COURSE FEES.

WHEREAS, Molloy College offers an "online" Grant Writing course for a fee of \$110.00, which must be paid in full by each individual taking the course by charging a credit card via the computer at the inception of the course; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board that it would serve the best interests of the Town and the Department of Parks and Recreation to have the following three employees take the Molloy College online Grant Writing course: Philip Brookmeyer, Casey Sammon, and David Zafonte.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to instruct each of the above named employees to enroll and take the Molloy College online Grant Writing Course; and;

BE IT FURTHER

RESOLVED, that upon submission to the Department of Parks and Recreation of documentation evidencing the payment of the online course fee of \$110.00 the Supervisor be and hereby is authorized to process reimbursement checks for each of the said three employees from the Parks and Recreation Fees and Services Account #400-007-7110-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25
Case # 11305

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

Item # 27

Case # 7

CASE NO. 29499

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as
Intro. No. 59-2016, 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 July 5, 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. 59-2016, 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 # 28

Case # 29499

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 5th day of July, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BELLMORE
Section 202-15

OAK STREET (TH 194/16) South Side – TWO HOUR PARKING 7 AM to 5 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 132 feet east of a point opposite the east curbline of Oak Court, east for a distance of 52 feet.

OCEANSIDE
Section 202-13

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 Messick Ave.

WEST HEMPSTEAD
Section 202-20

BUCKINGHAM ROAD (TH 574/15) West Side – ONE HOUR PARKING 9 AM to 9 PM EXCEPT SUNDAYS – starting at a point 35 feet north of the north curbline of Hempstead Turnpike, north for a distance of 121 feet.

BUCKINGHAM ROAD (TH 574/15) East Side – ONE HOUR PARKING 9 AM to 9 PM EXCEPT SUNDAYS – starting at a point 34 feet north of the north curbline of Hempstead Turnpike, north for a distance of 131 feet.

PEACHGROVE DRIVE (TH 100/16) West Side – NO PARKING EXCEPT SUNDAYS & HOLIDAYS – starting at a point 164 feet south of the south curbline of Hempstead Turnpike, south for a distance of 26 feet.

PEACHGROVE DRIVE (TH 100/16) West Side – NO PARKING EXCEPT SUNDAYS & HOLIDAYS – starting at a point 247 feet south of the south curbline of Hempstead Turnpike, south for a distance of 61 feet.

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

POINT LOOKOUT
Section 202-3

GARDEN CITY AVENUE (TH 141/13) West Side – ONE HOUR PARKING – starting at the north curbline of Lido Boulevard, north for a distance of 70 feet. (Adopted 6/18/13)

HEWLETT AVENUE (TH 179/67) West Side – ONE HOUR PARKING – starting at the south curbline of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

LIDO BOULEVARD (TH 547/15) South Side – TWO HOUR PARKING 8 AM to 7 PM – from the east curbline of Inwood Ave., east to the west curbline of Lynbrook Ave. (Adopted 4/26/16)

POINT LOOKOUT
Section 202-3

LIDO BOULEVARD , NORTH SIDE (TH 179/67) (TH 633/67)
ONE HOUR PARKING 8 A.M. to 7 P.M. – starting from the east
curbline of Parkside Drive, east to the west curbline of Baldwin
Avenue. (Adopted 4/16/68)

WEST HEMPSTEAD
Section 202-20

BUCKINGHAM ROAD (TH 574/15) West Side – ONE HOUR
PARKING 9 AM to 9 PM EXCEPT SUNDAYS – starting at a
point 42 feet north of the north curbline of Hempstead Turnpike,
north for a distance of 50 feet. (Adopted 11/4/55)

BUCKINGHAM ROAD (TH 574/15) East Side – ONE HOUR
PARKING 9 AM to 9 PM EXCEPT SUNDAYS – starting at a
point 34 feet north of the north curbline of Hempstead Turnpike,
north for a distance of 80 feet. (Adopted 11/4/55)

PEACHGROVE DRIVE (TH 100/16) West Side – NO PARKING
EXCEPT SUNDAYS & HOLIDAYS – starting at a point 120 feet
south of the south curbline of Hempstead Turnpike, south to Henry
Street. (Adopted 8/23/55)

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: June 21, 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 thirty-two of two thousand sixteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BELLMORE
Section 202-15

OAK STREET (TH 194/16) South Side – TWO HOUR PARKING 7 AM to 5 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 132 feet east of a point opposite the east curbline of Oak Court, east for a distance of 52 feet.

OCEANSIDE
Section 202-13

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 Messick Ave.

WEST HEMPSTEAD
Section 202-20

BUCKINGHAM ROAD (TH 574/15) West Side – ONE HOUR PARKING 9 AM to 9 PM EXCEPT SUNDAYS – starting at a point 35 feet north of the north curbline of Hempstead Turnpike, north for a distance of 121 feet.

BUCKINGHAM ROAD (TH 574/15) East Side – ONE HOUR PARKING 9 AM to 9 PM EXCEPT SUNDAYS – starting at a point 34 feet north of the north curbline of Hempstead Turnpike, north for a distance of 131 feet.

PEACHGROVE DRIVE (TH 100/16) West Side – NO PARKING EXCEPT SUNDAYS & HOLIDAYS – starting at a point 164 feet south of the south curbline of Hempstead Turnpike, south for a distance of 26 feet.

PEACHGROVE DRIVE (TH 100/16) West Side – NO PARKING EXCEPT SUNDAYS & HOLIDAYS – starting at a point 247 feet south of the south curbline of Hempstead Turnpike, south for a distance of 61 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 thirty-two of two thousand sixteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

POINT LOOKOUT
Section 202-3

GARDEN CITY AVENUE (TH 141/13) West Side – ONE HOUR PARKING – starting at the north curbline of Lido Boulevard, north for a distance of 70 feet. (Adopted 6/18/13)

HEWLETT AVENUE (TH 179/67) West Side – ONE HOUR PARKING – starting at the south curbline of Lido Blvd., south for a distance of 100 feet. (Adopted 4/16/68)

LIDO BOULEVARD (TH 547/15) South Side – TWO HOUR PARKING 8 AM to 7 PM – from the east curbline of Inwood Ave., east to the west curbline of Lynbrook Ave. (Adopted 4/26/16)

POINT LOOKOUT
Section 202-3

LIDO BOULEVARD , NORTH SIDE (TH 179/67) (TH 633/67)
ONE HOUR PARKING 8 A.M. to 7 P.M. – starting from the east
curbline of Parkside Drive, east to the west curbline of Baldwin
Avenue. (Adopted 4/16/68)

WEST HEMPSTEAD
Section 202-20

BUCKINGHAM ROAD (TH 574/15) West Side – ONE HOUR
PARKING 9 AM to 9 PM EXCEPT SUNDAYS – starting at a
point 42 feet north of the north curbline of Hempstead Turnpike,
north for a distance of 50 feet. (Adopted 11/4/55)

BUCKINGHAM ROAD (TH 574/15) East Side – ONE HOUR
PARKING 9 AM to 9 PM EXCEPT SUNDAYS – starting at a
point 34 feet north of the north curbline of Hempstead Turnpike,
north for a distance of 80 feet. (Adopted 11/4/55)

PEACHGROVE DRIVE (TH 100/16) West Side – NO PARKING
EXCEPT SUNDAYS & HOLIDAYS – starting at a point 120 feet
south of the south curbline of Hempstead Turnpike, south to Henry
Street. (Adopted 8/23/55)

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

CASE NO. 29500

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. 60-2016, 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 July 5, 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. 60-2016, 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 # 29

Case # 29500

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 5th day of July, 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:

BELLMORE

BEDFORD AVENUE (TH 183/16) West Side – NO STOPPING ANYTIME – starting at the south curblane of Square Place, south for a distance of 246 feet.

MARTIN AVENUE (TH 205/16) North Side – NO STOPPING HERE TO CORNER – starting at the east curblane of Clemons Street, east for a distance of 25 feet.

MARTIN AVENUE (TH 205/16) South Side – NO STOPPING ANYTIME – starting at a point 22 feet east of a point opposite the east curblane of Clemons Street, east for a distance of 40 feet.

CLEMONS STREET (TH 205/16) West Side – NO STOPPING HERE TO CORNER – starting at the north curblane of Martin Avenue, north for a distance of 46 feet.

CLEMONS STREET (TH 205/16) East Side – NO STOPPING HERE TO CORNER – starting at the north curblane of Martin Avenue, north for a distance of 25 feet.

WEST HEMPSTEAD

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING HERE TO CORNER – starting at the north curblane of Hempstead Turnpike, north for a distance of 35 feet.

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING ANYTIME – starting at a point 156 feet north of the north curblane of Hempstead Turnpike, north for a distance of 56 feet.

BUCKINGHAM ROAD (TH 574/15) East Side – NO STOPPING ANYTIME – starting at a point 165 feet north of the north curblane of Hempstead Turnpike, north for a distance of 45 feet.

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

at the following locations:

BELLMORE

BEDFORD AVENUE (TH 356/94) West Side – NO STOPPING ANYTIME – starting at the south curblane of Square Place, south for a distance of 172 feet.
(Adopted 3/14/95)

WEST HEMPSTEAD

BUCKINGHAM ROAD (TH 574/15) East Side – NO STOPPING ANYTIME – starting at a point 165 feet north of the north curbline of Hempstead Turnpike, north for a distance of 45 feet. (Adopted 2/23/16)

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING HERE TO CORNER – from the north curbline of Hempstead Turnpike, north for a distance of 35 feet. (Adopted 2/23/16)

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING ANYTIME – starting at a point 130 feet north of the north curbline of Hempstead Turnpike, north for a distance of 81 feet. (Adopted 2/23/16)

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: June 21, 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 thirty-three of two thousand sixteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE

BEDFORD AVENUE (TH 183/16) West Side – NO STOPPING ANYTIME – starting at the south curblin of Square Place, south for a distance of 246 feet.

MARTIN AVENUE (TH 205/16) North Side – NO STOPPING HERE TO CORNER – starting at the east curblin of Clemons Street, east for a distance of 25 feet.

MARTIN AVENUE (TH 205/16) South Side – NO STOPPING ANYTIME – starting at a point 22 feet east of a point opposite the east curblin of Clemons Street, east for a distance of 40 feet.

CLEMONS STREET (TH 205/16) West Side – NO STOPPING HERE TO CORNER – starting at the north curblin of Martin Avenue, north for a distance of 46 feet.

CLEMONS STREET (TH 205/16) East Side – NO STOPPING HERE TO CORNER – starting at the north curblin of Martin Avenue, north for a distance of 25 feet.

WEST HEMPSTEAD

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING HERE TO CORNER – starting at the north curblin of Hempstead Turnpike, north for a distance of 35 feet.

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING ANYTIME – starting at a point 156 feet north of the north curblin of Hempstead Turnpike, north for a distance of 56 feet.

BUCKINGHAM ROAD (TH 574/15) East Side – NO STOPPING ANYTIME – starting at a point 165 feet north of the north curblin of Hempstead Turnpike, north for a distance of 45 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 thirty-three of two thousand sixteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE

BEDFORD AVENUE (TH 356/94) West Side – NO STOPPING ANYTIME – starting at the south curblin of Square Place, south for a distance of 172 feet. (Adopted 3/14/95)

WEST HEMPSTEAD

BUCKINGHAM ROAD (TH 574/15) East Side – NO STOPPING ANYTIME – starting at a point 165 feet north of the north curbline of Hempstead Turnpike, north for a distance of 45 feet. (Adopted 2/23/16)

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING HERE TO CORNER – from the north curbline of Hempstead Turnpike, north for a distance of 35 feet. (Adopted 2/23/16)

BUCKINGHAM ROAD (TH 574/15) West Side – NO STOPPING ANYTIME – starting at a point 130 feet north of the north curbline of Hempstead Turnpike, north for a distance of 81 feet. (Adopted 2/23/16)

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

CASE NO. 29501

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION
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 " "; and

WHEREAS, has introduced a proposed local law known as
Intro. No. 61-2016, 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 July 5, 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. 61-2016, 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 #

30

Case #

29501

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 5th day of July, 2016, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following location:

BELLMORE

MARTIN AVENUE (TH 205/16) STOP – all traffic traveling southbound on Clemons Street 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: June 21, 2016
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

Nasrin G. Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "ARTERIAL STOPS" at various locations.

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

Section 1. Section one hundred ninety-seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirty-four of two thousand sixteen is hereby amended by including therein "ARTERIAL STOPS" at the following location:

BELLMORE

MARTIN AVENUE (TH 205/16) STOP – all traffic traveling southbound on Clemons Street shall come to a full stop.

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

Intro. No.

Print No.

Town of Hempstead

A local law to amend subsection 163-35 of Chapter 163 of the Code of the Town of Hempstead, in relation to Marinas and Docks in the Town of Hempstead.

Introduced by:

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

Section 1. Subsection 163-35 of Chapter 163 of the code of the town of Hempstead, as constituted by local law number eighty-two of nineteen hundred eighty-eight, hereby is amended, and shall henceforth read as follows:

Chapter 163
Marinas and Docks

* * *

§ 163-35 Regulations applicable to certain Town docks.

A. The following regulations shall apply only to the facilities indicated:

(1) Seaford: The Seaford Town Dock and parking area shall be closed between "dusk" of any day (defined as 30 minutes after sunset) and 6:00 a.m. of the following day, and signs shall be posted accordingly.

(2) Woodmere: The Woodmere Town Dock and parking area shall be closed between "dusk" of any day (defined as 30 minutes after sunset) and 6:00 a.m. of the following day, and signs shall be posted accordingly.

(3) The use of the Town docks at Seaford and Woodmere shall be restricted to residents only.

B. The use of Class C Marina facilities in any manner, except as provided herein, is prohibited, and any infringement against any of said provisions shall constitute an offense against this chapter.

C. No boat or vessel shall be moored or docked at any Class C Marina for a continuous period in excess of 12 hours.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

At a meeting of the Town Board
of the Town of Hempstead, in
the County of Nassau, New York,
held at the Town Meeting
Pavilion, Hempstead Town Hall,
Town Hall Plaza, 1 Washington
Street, Hempstead, New York, on
the day of , 2016.

P R E S E N T :

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

A B S E N T :

----- X

IN THE MATTER : ORDER

- of - :

THE INCREASE AND IMPROVEMENT :
OF THE TOWN OF HEMPSTEAD :
REFUSE DISPOSAL DISTRICT IN :
THE TOWN OF HEMPSTEAD, COUNTY :
OF NASSAU, STATE OF NEW YORK, :
PURSUANT TO THE NASSAU COUNTY CIVIL :
DIVISIONS ACT AND THE TOWN LAW :

----- X

WHEREAS, the Town of Hempstead Department of Sanitation, as the representative of the Town of Hempstead has proposed the purchase of light equipment and roll off containers, and has requested that the Town Board hold a public hearing regarding these improvements; and

WHEREAS, said Department has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish the a copy of the Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

The foregoing resolution was seconded by

and adopted upon roll call as follows:

AYES:

NOES:

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2016, at _____ o'clock at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Bowling Green Water District consisting of an upgrade of facilities and equipment of the District at an estimated maximum cost of \$825,000.00 to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2016

Anthony J. Santino, Supervisor

Dorothy L. Goosby

Gary Hudes

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2016, at _____ o'clock at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Levittown Water District consisting of an upgrade of facilities and equipment of the District at an estimated maximum cost of \$1,550,000.00 to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2016

Anthony J. Santino, Supervisor

Dorothy L. Goosby

Gary Hudes

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2016, at _____ o'clock at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Lido-Point Lookout Water District consisting of an upgrade of facilities and equipment of the District at an estimated maximum cost of \$2,100,000.00 to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2016

Anthony J. Santino, Supervisor

Dorothy L. Goosby

Gary Hudes

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE ROOSEVELT FIELD WATER DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department Water as the Representative of the Roosevelt Field Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item # 37
Case # 16783

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2016, at _____ o'clock at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Roosevelt Field Water District consisting of an upgrade of facilities and equipment of the District at an estimated maximum cost of \$250,000.00 to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2016

Anthony J. Santino, Supervisor

Dorothy L. Goosby

Gary Hudes

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE UNIONDALE WATER DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department Water as the Representative of the Uniondale Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item# 38
Case# 1794

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES: