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In the Matter of Application

Of

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

Against

**Myriam Desire  
149 Dean Street  
Valley Stream, New York 11580**

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 32, Block 411 and lot number (s) 2, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **February 7, 2017**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED NORTH OF HOFFMAN AVENUE, 40 FEET EAST OF 5<sup>TH</sup> STRET, ELMONT, N.Y. 11003, A/K/A 2282 HOFFMAN AVENUE, ELMONT, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF HOFFMAN AVENUE, 40 FEET EAST OF 5<sup>TH</sup> STREET, SECTION 32, BLOCK 411, AND LOT(S) 2, AKA 2282 HOFFMAN 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," all parties in interest were advised of the existing condition of the structures located on the said captioned premises and;

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one and one half story wood frame one family dwelling located on the North side of Hoffman Avenue, 40 feet East of 5<sup>th</sup> Street, Section 32, Block 411 and Lot (s) 2, A/K/A 2282 Hoffman Avenue, Elmont, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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In the Matter of Application

Of

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

Against

**Michael Snow**  
**28 Jetmore Place**  
**Massapequa, New York 11758**

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 63, Block 72 and lot number (s) 200-203, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **February 7, 2017**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED NORTH SIDE OF BAY PLACE, 53 FEET EAST OF SHORE ROAD, SEAFORD, N.Y. 11783, A/K/A 3525 BAY PLACE, SEAFORD, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF BAY PLACE, 53 FEET EAST OF SHORE ROAD, SECTION 63, BLOCK 72, AND LOT(S) 200-203, AKA 3525 BAY PLACE, SEAFORD, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one and one half story wood frame one family dwelling located on the North side of Bay Place, 53 feet East of Shore Road, Section 63, Block 72 and Lot (s) 200-203, A/K/A 3525 Bay Place, Seaford, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7<sup>th</sup> day of February, 2017, 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

BEDFORD AVENUE (TH 571/16) East Side - NO PARKING  
12 AM - 7 AM - starting at a point 25 feet north of the north  
curbline of Broadway, north for a distance of 134 feet.

BEDFORD AVENUE (TH 571/16) East Side - NO PARKING  
12 AM - 7 AM - starting at a point 22 feet north of the north  
curbline of Grand Ave., north for a distance of 212 feet.

BEDFORD AVENUE (TH 571/16) East Side - NO PARKING  
12 AM - 7 AM - starting at a point 30 feet north of the north  
curbline of Dellamore Way, north for a distance of 53 feet.

BEDFORD AVENUE (TH 571/16) East Side - NO PARKING  
12 AM - 7 AM - starting at a point 18 feet north of the north  
curbline of Bedford Court, north for a distance of 142 feet.

BEDFORD AVENUE (TH 571/16) East Side - NO PARKING  
12 AM - 7 AM - starting at a point 21 feet north of the north  
curbline of Wilson Ave., north for a distance of 115 feet.

BEDFORD AVENUE (TH 571/16) East Side - NO PARKING  
12 AM - 7 AM - starting at a point 197 feet north of the north  
curbline of Wilson Ave., north for a distance of 277 feet.

BEDFORD AVENUE (TH 571/16) West Side - NO PARKING  
12 AM - 7 AM - starting at a point 31 feet north of the north  
curbline of Pettit Ave., north for a distance of 127 feet.

BEDFORD AVENUE (TH 571/16) West Side - NO PARKING  
12 AM - 7 AM - starting at a point 26 feet north of the north  
curbline of Grand Ave., north for a distance of 122 feet.

BEDFORD AVENUE (TH 571/16) West Side - NO PARKING  
12 AM - 7 AM - starting at a point 28 feet north of the north  
curbline of Frederick Ave., north for a distance of 219 feet.

BEDFORD AVENUE (TH 571/16) West Side - NO PARKING  
12 AM - 7 AM - starting at a point 25 feet north of the north  
curbline of Wilson Ave., north for a distance of 92 feet.

BEDFORD AVENUE (TH 571/16) West Side - NO PARKING  
12 AM - 7 AM - starting at a point 155 feet north of the north  
curbline of Wilson Ave., north for a distance of 107 feet.

BEDFORD AVENUE (TH 571/16) West Side - NO PARKING  
12 AM - 7 AM - starting at a point 36 feet south of the south  
curbline of Oak St., south for a distance of 280 feet.

Case No. 29634

MERRICK  
Section 202-11

SENECA DRIVE EAST (TH 565/16) East Side - FOUR HOUR  
PARKING 8 AM - 6 PM EXCEPT SATURDAYS, SUNDAYS &  
HOLIDAYS - starting at a point 45 feet opposite the south  
curbline of Cayuga Drive, north for a distance of 72 feet.

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

BELLMORE  
Section 202-15

BEDFORD AVENUE (TH 222/79) East Side - NO PARKING  
12 AM - 7 AM TUESDAY, THURSDAY, SATURDAY - starting  
at a point 20 feet south of the south curbline of Grand Ave., south  
to a point 30 feet north of the north curbline of Broadway.  
(Adopted 10/30/79)

BEDFORD AVENUE (TH 311/96) East Side - NO PARKING  
12 AM - 7 AM TUESDAYS, THURSDAYS & SATURDAYS -  
starting at a point 20 feet north of the north curbline of Grand  
Ave., north for a distance of 278 feet. (Adopted 4/29/97)

BEDFORD AVENUE (TH 311/96) East Side - NO PARKING  
12 AM - 7 AM TUESDAYS, THURSDAYS & SATURDAYS -  
starting at a point 318 feet north of the north curbline of Grand  
Ave., north to a point 30 feet south of the south curbline of  
Bedford Court. (Adopted 4/29/97)

BEDFORD AVENUE (TH 464/83) East Side - NO PARKING  
12 AM - 7 AM TUESDAY, THURSDAY & SATURDAY -  
starting at a point 15 feet north of the north curbline of Bedford  
Ct., north to a point 25 feet south of the south curbline of Wilson  
Ave. (Adopted 1/31/84)

BEDFORD AVENUE (TH 22/00) East Side - NO PARKING  
12 AM - 7 AM TUESDAYS, THURSDAYS & SATURDAYS -  
starting at a point 30 feet north of the north curbline of Wilson  
Ave., north for a distance of 97 feet. (Adopted 4/25/00)

BEDFORD AVENUE (TH 222/79) West Side - NO PARKING  
12 AM - 7 AM MONDAY, WEDNESDAY, FRIDAY- starting at  
a point 20 feet south of the south curbline of Grand Ave., south to  
the north curbline of Pettit Ave. (Adopted 10/30/79)

BEDFORD AVENUE (TH 222/79) West Side - NO PARKING  
12 AM - 7 AM MONDAY, WEDNESDAY, FRIDAY- starting at  
a point 30 feet south of the south curbline of Frederick Ave., south  
to a point 20 feet north of the north curbline of Grand Ave.  
(Adopted 10/30/79)

BEDFORD AVENUE (TH 222/79) West Side - NO PARKING  
12 AM - 7 AM MONDAY, WEDNESDAY, FRIDAY- starting at  
a point 30 feet south of the south curbline of Wilson Ave., south to  
a point 30 feet north of the north curbline of Frederick Ave.  
(Adopted 10/30/79)

BEDFORD AVENUE (TH 533/97) West Side - NO PARKING  
12 AM - 7 AM MONDAYS, WEDNESDAYS & FRIDAYS-  
starting at a point 24 feet north of the north curbline of Wilson  
Ave., north for a distance of 90 feet. (Adopted 1/27/98)

BEDFORD AVENUE (TH 134/93) West Side - NO PARKING  
12 AM - 7 AM MONDAY, WEDNESDAY, FRIDAY- starting at  
a point 152 feet north of the north curbline of Wilson Ave., north  
to a point 30 feet south of the south curbline of Linden Street.  
(Adopted 1/11/94)

BEDFORD AVENUE (TH 108/86) West Side - NO PARKING  
12 AM - 7 AM MONDAYS, WEDNESDAYS & FRIDAYS-  
starting at a point 35 feet south of the south curblineline of Oak Street.,  
south to a point 20 feet north of the north curblineline of Linden  
Street. (Adopted 6/17/86)

BEDFORD AVENUE (TH 22/00) East Side - NO PARKING  
12 AM - 7 AM TUESDAYS, THURSDAYS & SATURDAYS -  
starting at a point 171 feet north of the north curblineline of Wilson  
Ave., north to a point 35 feet south of the south curblineline of Oak  
Street. (Adopted 4/25/00)

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

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

Dated: January 24, 2017  
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 7<sup>th</sup> day of February, 2017, 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:

BETHPAGE

BERGER AVENUE (TH 560/16) South Side - NO STOPPING ANYTIME - starting at the west curblane of Hahn Avenue, west for a distance of 85 feet.

EAST MEADOW

AARON DRIVE (TH 567/16) North Side - NO STOPPING HERE TO CORNER - starting at the west curblane of East Meadow Avenue, west for a distance of 30 feet.

AARON DRIVE (TH 567/16) South Side - NO STOPPING HERE TO CORNER - starting at the west curblane of East Meadow Avenue, west for a distance of 55 feet.

INWOOD

CRAFT AVENUE (TH 236/16) East Side - NO STOPPING ANYTIME - starting at the north curblane of Nassau Avenue, north for a distance of 108 feet.

WANTAGH

AUSTIN AVENUE (TH 561/16) North Side - NO PARKING ANYTIME - starting at a point 100 feet west of the west curblane of Beech Street, west for a distance of 211 feet.

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

NORTH BELLMORE

BELLMORE AVENUE (TH 202/78) East Side - NO STOPPING HERE TO CORNER - starting at the south curblane of Alice Avenue, south for a distance of 25 feet. (Adopted 10/17/78)

WANTAGH

AUSTIN AVENUE (TH 274/16) North Side - NO PARKING ANYTIME - starting at a point 101 feet west of the west curblane of Beech Street, west for a distance of 71 feet. (Adopted 9/6/16)

Case No. 29635



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: January 24, 2017  
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 7<sup>th</sup> day of February, 2017, 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:

OCEANSIDE

MORTON AVENUE (TH 196/15) STOP - all traffic approaching eastbound on Madison Ave. shall come to a full stop.

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

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

Dated: January 24, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Case No. 29636

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7<sup>th</sup> day of February, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM, school days, as follows:

"A" - 20 mph school speed limits

WEST HEMPSTEAD, HEMPSTEAD AVENUE -  
between Taylor Road and Euclid  
Avenue.  
(TH-477/16)

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

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

Dated: Hempstead, New York  
January 24, 2017

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Case No. 19565

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of twelve (12) "One Way" signs in parking field H-1, Hewlett; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

**PLEASE TAKE FURTHER NOTICE** that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 7<sup>th</sup> day of February, 2017, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

HEWLETT  
H-1

Vian Avenue & Everit Street  
Parking Field  
Hewlett  
Woodmere-Hewlett P.P.D.  
(TH-558/16)

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

**ALL INTERESTED PERSONS** shall have an opportunity

Case No. 16214

to be heard on said proposal at the time and place  
aforesaid.

**Dated:** Hempstead, New York  
January 24, 2017

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to 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 7<sup>th</sup> day of February, 2017, 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:

ATLANTIC BEACH ESTATES

RICHARD STREET - west side, starting at a point 50 feet south of the south curblineline of Park Street, south for a distance of 20 feet.  
(TH-502/16)

BETHPAGE

BOONE STREET - south side, starting at a point 202 feet east of the east curblineline of Farmedge Road east for a distance of 20 feet.  
(TH-488/16)

EAST MEADOW

ROSE DRIVE - north side, starting at a point 170 feet west of the west curblineline of Barbara Drive, west 20 feet.  
(TH-520/16)

ELMONT

ADAMS STREET - north side, starting at a point 40 feet west of the west curblineline of Covert Avenue, west for 20 feet.  
(TH-513/16)

Case No. 21527

MADISON STREET - south side, starting at a point 146 east of the east curblineline of Crown Avenue, east for 20 feet.  
(TH-475/16)

ELMONT

RANDALL AVENUE - west side, starting at a point 215 feet south of the south curblineline of James Street, south for a distance of 20 feet.  
(TH-061C/16)

FRANKLIN SQUARE

BARBARA BOULEVARD - south side, starting at a point 330 feet west of the west curblineline of Fairway Drive, west for 20 feet.  
(TH-521/16)

WEST HEMPSTEAD

ESSEX COURT - west side, starting at a point 123 feet south of Coventry Road No. then south for a distance of 37 feet.  
(TH-442/16)

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

ELMONT

ADAMS STREET - south side starting at a point 146 feet east of the east curblineline of Arthur Avenue, east for 20 feet.  
(TH-110/11 - 6/14/11) (TH-455/16)

FRANKLIN SQUARE

JACKSON AVENUE - south side, starting at a point 200 feet east of the east curblineline of Lincoln Street, east for 20 feet.  
(TH-408/94 - 3/14/95) (TH-499/16)

WEST HEMPSTEAD

ESSEX COURT - west side, starting at a point 123 feet south of Coventry Road No., then south for a distance of 20 feet.  
(TH-442/16)

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

Dated: Hempstead, New York  
January 24, 2017

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, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on February 7, 2017 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of 141F REALTY, LLC. for a permit to include existing gasoline service station with "GSS" District to install four (4) pump islands with one (1) multi-product dispenser per island, erect canopy over proposed island, operate self- service & operate snack shop in office area at BALDWIN York:

An irregular parcel of property on the n/e/c/ of Grand & Seaman Ave. w/frontage of 109.59' on Grand Ave. & 105.13' on Seaman Ave. situated in Baldwin, Town of Hempstead, County of Nassau, State of New York.

The above mentioned petition & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

Anthony J. Santino  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Dated: January 24, 2017  
Hempstead, N.Y.

Case# 29640

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on February 7, 2017 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of 141F REALTY, LLC. for rezoning Residence District "B" to Business District at the premises located at 89.55' e/of the n/e intersection of Grand & Seaman Aves. Situated in Baldwin New York:

An interior parcel of property approx. 89.55+/- e/of the n/e intersection of Grand & Seaman Aves. w/frontage of 15.57' on Seaman Ave. which is part of lot 244, 15.57' X 120.06 X 11.83" X 120.23' comprising an area of 1,644' situated in Baldwin, Town of Hempstead, county of Nassau, State of New York.

The above mentioned petition & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

Anthony J. Santino  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Dated: January 24, 2017  
Hempstead, N.Y.

Case # 29639

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE EAST SIDE OF ALDER ROAD, 248.23 FEET NORTH OF BELLMORE AVENUE. SEC 63, BLOCK 222, AND LOT (S) 36, A/K/A 2809 ALDER ROAD, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 2809 Alder Road, Bellmore, Town of Hempstead, New York; and

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

WHEREAS, the Commissioner of the Department of Buildings deemed the unsafe 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, at 1015 W. Jericho Turnpike, Smithtown, New York, 11787, 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 364-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group, to demolish and remove an unsafe one and one half story wood frame one family dwelling, located at 2809 Alder Road, Bellmore; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$17,500.00, the cost associated with the emergency services provided at 2809 Alder Road, Bellmore, New York.

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$17,600.00 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 #

Case #

1  
6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO THE DEMOLITION AND REMOVAL OF AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF JOHNSON AVENUE, 50 FEET EAST OF STONE STREET. SEC 32, BLOCK 460, AND LOT (S) 31, A/K/A 1665 JOHNSON AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located 1665 Johnson Avenue, Elmont, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 560-2015 adopted May 12, 2015; and

WHEREAS, the services of Unitech Services Group, Inc at 241-4 North Fehr Way in Bay Shore, New York, 11706, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 897-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed Unitech Services Group, Inc. to perform an asbestos abatement on the unsafe structure, located at 1665 Johnson Avenue, Elmont; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$15,600.00, the cost associated with the emergency services provided at 1665 Johnson Avenue, Elmont, New York

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$15,700.00 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 # 1

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO THE DEMOLITION AND REMOVAL OF AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF CRESCENT STREET, 230 FEET SOUTH OF BROADWAY. SEC 41, BLOCK 9, AND LOT (S) 44, A/K/A 25 CRESCENT STREET, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

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

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 1234-2015 adopted November 10, 2015; and

WHEREAS, the services of Unitech Services Group, Inc at 241-4 North Fehr Way in Bay Shore, New York, 11706, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 897-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed Unitech Services Group, Inc. to perform an asbestos abatement on the unsafe structure, located at 25 Crescent Street, Hewlett; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$10,320.00, the cost associated with the emergency services provided at 25 Crescent Street, Hewlett, New York

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$10,420.00 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 #

Case #

1

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF GATES AVENUE AND ROGER AVENUE. SEC 40, BLOCK 150, AND LOT(S) 11, A/K/A 40 GATES AVENUE, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 40 Gates Avenue, Inwood, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 40 Gates Avenue, Inwood; and

WHEREAS, on September 8, 2016, H2M Architects & Engineers performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$525.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$525.00, the cost associated with such services provided regarding 40 Gates Avenue, Inwood, New York.

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$625.00 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 #

Case #

1  
6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO AND ONE HALF STORY WOOD FRAME FIVE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF GRAND CENTRAL PLACE, 103 FEET WEST OF JEANETTE AVENUE. SEC 40, BLOCK 157, AND LOT(S) 11-12, A/K/A 345 GRAND CENTRAL PLACE, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 345 Grand Central Place, Inwood, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 345 Grand Central Place, Inwood; and

WHEREAS, on September 20, 2016, H2M Architects & Engineers performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$140.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$140.00, the cost associated with such services provided regarding 345 Grand Central Place, Inwood, New York.

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$240.00 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 #

Case #

1  
6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHEAST CORNER OF ABBOT AVENUE AND BANGS AVENUE. SEC 56, BLOCK 130, AND LOT(S) 102-104, A/K/A 2071 ABBOT AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 2071 Abbot Avenue, Merrick, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 2071 Abbot Avenue, Merrick; and

WHEREAS, on September 15, 2016, H2M Architects & Engineers performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$346.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$346.50, the cost associated with such services provided regarding 2071 Abbot Avenue, Merrick, New York.

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$446.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

6542



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF ALLERS BOULEVARD, 534 FEET WEST OF HANSOM PLACE. SEC 55, BLOCK 330, AND LOT(S) 55, A/K/A 64 ALLERS BOULEVARD, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 64 Allers Boulevard, Roosevelt, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 64 Allers Boulevard, Roosevelt; and

WHEREAS, on September 9, 2016, H2M Architects & Engineers performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$98.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$98.00, the cost associated with such services provided regarding 64 Allers Boulevard, Roosevelt, New York.

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$198.00 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 #

1

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE EAST SIDE OF WILSON PLACE, 44 FEET SOUTH OF FULTON STREET. SEC 55, BLOCK 336, AND LOT (S) 60, A/K/A 2 WILSON PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 2 Wilson Place, Roosevelt, Town of Hempstead, New York; and

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

WHEREAS, the Commissioner of the Department of Buildings deemed the unsafe 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 L and G Ruggiero Inc. at 702 Cord Avenue, Lindenhurst, New York, 11757, 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 182-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to demolish and remove an unsafe one and one half story wood frame one family dwelling with detached garage, located at 2 Wilson Place, Roosevelt; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$26,100.00, the cost associated with the emergency services provided at 2 Wilson Place, Roosevelt, New York.

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$26,200.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE SOUTH SIDE OF JOY COURT BETWEEN SEAMANS NECK ROAD AND ANITA LANE. SEC 52, BLOCK 482, AND LOT(S) 1, A/K/A 3766 JOY COURT, SEAFORD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 3766 Joy Court, Seaford, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 3766 Joy Court, Seaford; and

WHEREAS, on September 9, 2016, H2M Architects & Engineers performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$133.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$133.00, the cost associated with such services provided regarding 3766 Joy Court, Seaford, New York.

WHEREAS, an additional charge of \$100.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

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 \$233.00 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 #

1

Case #

6542

CASE NO. 461

RESOLUTION NO

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

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that the action of, MERRICK HOOK AND  
LADDER COMPANY NO. 1, MERRICK, NEW YORK in accepting  
JONPAUL CRICHTON, residing at 130 Margaret Blvd., Merrick, New  
York 11566, into the Company rolls, be and the same hereby is ratified  
and approved.

The foregoing resolution was adopted upon roll call  
as follows:

AYES:

NOES:

Item # 2

Case # 461

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION DECLARING EQUIPMENT OF THE DEPARTMENT OF BUILDINGS OBSOLETE AND AUTHORIZING DISPOSAL THEREOF**

WHEREAS, the Commissioner of the Department of Buildings advised this Town Board that certain equipment of the Department of Buildings should be declared obsolete and be disposed of, as such equipment is no longer economically serviceable for its original purpose; and

WHEREAS, the Commissioner of the Department of Buildings further advises this Town Board that said equipment may have value, either as equipment to be used for other purposes, or as salvage and has indicated that the following equipment have been so judged:

<u>QUANTITY</u>	<u>EQUIPMENT</u>	<u>SERIAL NO.</u>
1	IBM 9922 Microfilm Reader	74469
1	Eye Com 70001 Microfilm Reader	11256
1	Micro Design 995 Microfilm Reader	7040273
1	Canon Power Shot A550 Digital Camera	4122153766

WHEREAS, this Town Board deems it to be in the public interest that such equipment should be disposed of by sale:

NOW, THEREFORE, BE IT

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

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Buildings be hereby authorized to dispose of said equipment; and

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3  
Case # 9740



ADOPTED:

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

**RESOLUTION DECLARING CERTAIN VEHICLES AND EQUIPMENT  
OBSOLETE IN THE DEPARTMENT OF PARKS AND RECREATION &  
AUTHORIZING DISPOSAL THEREOF.**

WHEREAS, the Commissioner of the Department of Parks and Recreation advised this Town Board that certain vehicles and equipment in the Parks Department should be declared obsolete and be disposed of, as such vehicles and equipment are no longer economically serviceable for their original purpose; and

WHEREAS, the Commissioner of the Department of Parks and Recreation further advises this Town Board that said vehicles and equipment may have value, either as equipment to be used for other purposes, or as salvage, and he has indicated that the vehicles and equipment described below has been so judged:

<u>Veh. #</u>	<u>Year &amp; Make</u>	<u>Plate #</u>	<u>Vin #</u>
139	1997 GMC	AT6743	1GTHC33R2VF023757
178	2003 CHEVY	AD1739	1GCHK24U03Z176293
212	2002 GMC	AB4867	3GDKC34F22M106039
222	1997 FORD	AC1711	1FDXF80EXVVA29308
225	1997 FORD	AC1716	1FDXF80E3VVA29313
227	1997 FORD	AC9176	1FDXF80EXVVA29311
331	1987 MASSEY	AB9697	5157B0414
509	2000 CHEVY	AB9139	1GCHG39R9Y1266527
520	1997 GMC	AC9177	1GTHG35R7V1021985
615	2013 FORD	AD4807	3FRNF6FA7DV756738
635	1984 INTER	AD5073	1HTLDTVR8EHA59564
215	SANDER		
225	SANDER HI-WAY		
226	SANDER		
227	PLOW		
229	SANDER HI-WAY		
ZKE-059	CUSHMAN		
ZKE-080	HANDICAP CART		
ZKE-047	QUAD		
ZKE-072	QUAD		
ZKE-053	QUAD		
ZKE-046	QUAD		
# 2	HUSTLER		
# 5	HUSTLER		
# 6	HUSTLER		
# 1	DUMPSTER		
# 4	DUMPSTER		
# 3	MOTT MOWER		
# 7	RED QUAD, NO TIRES		
# 8	SMITHCO		

and

WHEREAS, this Town Board deems it to be in the public interest that these vehicles and equipment should be disposed of;

NOW, THEREFORE, BE IT

RESOLVED, that the above listed vehicles and equipment be declared obsolete in their primary function;  
and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Purchasing be and he hereby is authorized to advertise for bids for the sale and disposal of said vehicles and equipment; and

BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

5

Case #

9920

CASE NO.

RESOLUTION NO.

Adopted:

adoption:

Offered the following resolution and moved its

**RESOLUTION AUTHORIZING THE COMMISSIONER OF THE  
DEPARTMENT OF BUILDINGS TO DISPOSE OF CERTAIN RECORDS**

WHEREAS, the Department of Buildings has requested permission to dispose of certain records herein below identified pursuant to Section 57.25 of the Arts and Cultural Affairs of the State of New York.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Commissioner of the Department of Buildings, he and he hereby is authorized to dispose of:

Abandoned Building Permit Applications, Prior to 2011  
Daily, weekly, monthly and quarterly fiscal reports, prior to 2011  
Master Plumber and Master Electrician records, prior to 2011  
Administrative correspondence, prior to 2011  
Zoning/Housing and Structural complaint files, prior to 2011  
Certifications of Building Occupancy and Building Certifications  
Overtime payroll, prior to 2011  
Purchase orders, prior to 2011  
Bounced check file, prior to 2011  
Seasonal/part-time payroll, prior to 2011  
Time sheets, prior to 2011  
Time cards, prior to 2011  
Work orders, prior to 2011  
Stock room requests, prior to 2011  
Miscellaneous personnel claims, prior to 2011

Records as per Retention and Disposition Schedule No. MU-1, pursuant to Part 185, Title of the Official Compilation of Code, Rules and Regulations of the State of New York; and BE IT FURTHER

RESOLVED, that the Commissioner be and he hereby is directed to dispose of certain records of the Department of Buildings in accordance with the minimum legal retention periods set forth in the Records Retention and Disposal Schedule MU-1 for the Town records.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

4724



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RECEIVER OF TAXES  
TO DISPOSE OF CERTAIN RECORDS  
FROM THE OFFICE OF THE RECEIVER OF TAXES**

**WHEREAS**, the Office of the Receiver of Taxes has requested permission to dispose of certain records herein below identified pursuant to Article 57-A of the Arts & Cultural/Affairs Law of the State of New York; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Town Board of the Town of Hempstead, that the Receiver of Taxes, be and hereby is authorized to dispose of the following records:

- General 3, 10 (b & c), 18, 20, 21, 22, 25, 26, 28, 29, 30, 31. (All 2008, 2009 and 2010 Records).
- Archives/Records Management 1(b). (All 2008, 2009 and 2010 Records).
- Electronic Data Processing 1, 2(b), 3. (All 2008, 2009 and 2010 Records).
- User/Office Automation Support 1(a & b), 2, 3.
- Fiscal (All 2008, 2009 and 2010 Records).
  - Audit 1 (b & c).
  - Banking 1, 2, 3, 4, 5, 6, 7.
  - Budget 1, 2 (c), 6.
  - Claims and Warrants 1.
  - General Accounting & Misc. 1, 2, 3, 4, 5, 7, 8, 9, 10, 12 (a & c), 17.
  - Payroll 5, 6 (b), 7.
  - Purchasing 1, 3, 5, 6.
  - Reports 1, 6.
- Personnel/Civil Service 1 (b), 3, 6, 20.
- Civil Service 1, 7. (All 2008, 2009 and 2010 Records).
- Public Access to Records 1, 2, 3, 4 (a, b & c). (All 2008, 2009 and 2010 Records).
- Public Property & Equipment 13, 16, 19. (All 2008, 2009 and 2010 Records).
- Taxation and Assessment (All 2008, 2009 and 2010 Records).
  - Valuation & Assessment 9(c), 12.
    - Assessment Roll 1.
    - Tax Collection 1 (a, b & c), 2, 3 (a, b & c).
    - Tax Redemptions and Sales 2 (d), 4.
  - Misc. 2, 3 (b).
    - Assessment Roll/Tax Roll 2 (b). (All 2004, 2005, 2006 Records).

on Records Retention and Disposition Schedule No. MU-1 (Revised 2003), pursuant to Section 57.25 of the Arts & Cultural Affairs Law and Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and

**BE IT FURTHER**

**RESOLVED**, that the Receiver of Taxes be and hereby is, directed to dispose of certain records from the Office of the Receiver of Taxes in accordance with the minimum legal retention period set forth in Records Retention & Disposition Schedule No. MU-1 (Revised 2003) for Town records.

The foregoing resolution was adopted upon roll call as follows:

**AYES:**

**NOES:**

Item #

6

Case #

4724

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER OF THE  
DEPARTMENT OF WATER TO DISPOSE OF CERTAIN RECORDS  
FROM THE DEPARTMENT OF WATER.**

WHEREAS, the Commissioner of the Department of Water has requested permission to dispose of certain records herein-below identified, pursuant to Section 57.25 of the Arts and Cultural Affairs Law of the State of New York.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead, that the Commissioner of the Department of Water hereby is authorized to dispose of certain records on Records Retention and Disposition Schedule MU-1, pursuant to Part 185, Title 8 of the Official Compilation of Codes Rules and Regulations of the State of New York as follows:

Cash transaction record;  
Daily cash records;  
Intermediary fiscal record of receipts and disbursements;  
Billing records covering services provided by local government;  
Claim for payment;  
Summary record of outstanding or paid warrants or claims;  
Daily, weekly, monthly, quarterly or other periodic fiscal reports;  
Charts, graphs and similar records;  
Employee's time cards, sheets or books;  
Employee request for and/or authorization given to employee to use sick, vacation, personal or other leave or to work overtime;  
Purchase order;  
Purchase requisition;  
Invoice;  
List or abstract of purchase orders, claims or contracts;  
Standing order file; and  
Chargeback records.

and, BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Water hereby is authorized to dispose of certain records from the Department of Water in accordance with the minimum legal retention periods set forth in Records Retention and Disposition Schedule MU-1 for said records.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

Case #

6  
4724





CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
A & C PEST MANAGEMENT CORP.  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, A & C Pest Management Corp. has offered to sponsor the 2017 calendar to the extent that it will donate \$2,400 for this project; and

WHEREAS, such sponsorship will include six (6) quarter-page ads in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from A & C Pest Management Corp., 392 East Meadow Avenue, East Meadow, NY 11554 in the amount of \$2,400, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
CILENTO PIPELINE PLUMBING & HEATING, INC.  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, Cilento Pipeline Plumbing & Heating, Inc. has offered to sponsor the 2017 calendar to the extent that it will donate \$2,000 for this project; and

WHEREAS, such sponsorship will include six (6) quarter-page ads in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from Cilento Pipeline Plumbing & Heating, Inc., 245 Merrick Road, Oceanside, NY 11572 in the amount of \$2,000, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
COVANTA ENERGY  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, Covanta Energy has offered to sponsor the 2017 calendar to the extent that it will donate \$2,400 for this project; and

WHEREAS, such sponsorship will include six (6) quarter-page ads in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from Covanta Energy, 600 Merchants Concourse, Westbury, NY 11590 in the amount of \$2,400, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
ELECTRICAL INSPECTORS, INC.  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, Electrical Inspectors, Inc. has offered to sponsor the 2017 calendar to the extent that it will donate \$2,000 for this project; and

WHEREAS, such sponsorship will include six (6) quarter-page ads in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from Electrical Inspectors, Inc., 300 East Meadow Avenue, East Meadow, NY 11554 in the amount of \$2,000, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
FREEPORT SELF STORAGE  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, Freeport Self Storage has offered to sponsor the 2017 calendar to the extent that it will donate \$2,500 for this project; and

WHEREAS, such sponsorship will include an ad in twelve (12) boxes in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from Freeport Self Storage, 73 East Merrick Road, Freeport, NY 11520 in the amount of \$2,500, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
FRONT STREET DENTAL SERVICES, PC  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, Front Street Dental Services, PC has offered to sponsor the 2017 calendar to the extent that it will donate \$500 for this project; and

WHEREAS, such sponsorship will include an ad in three (3) boxes in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and she hereby is authorized to accept the offer of sponsorship from Front Street Dental Services, PC, 1952 Hempstead Tpke., East Meadow, NY 11554 in the amount of \$500, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
HOFSTRA UNIVERSITY  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, Hofstra University has offered to sponsor the 2017 calendar to the extent that it will donate \$1,700 for this project; and

WHEREAS, such sponsorship will include an ad in six (6) boxes in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from Hofstra University, Office of University Relations, 202 Hofstra Hall, Hempstead, NY 11549-1010 in the amount of \$1,700, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
MOLLOY COLLEGE  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, Molloy College has offered to sponsor the 2017 calendar to the extent that it will donate \$750 for this project; and

WHEREAS, such sponsorship will include three (3) calendar boxes in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from Molloy College, 1000 Hempstead Avenue, Rockville Centre, NY, 11570, in the amount of \$750, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

**RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
RMB DRAFTING SERVICES, INC.  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR**

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, RMB Drafting Services, Inc. has offered to sponsor the 2017 calendar to the extent that it will donate \$2,000 for this project; and

WHEREAS, such sponsorship will include six (6) quarter-page ads in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, NY 11554 in the amount of \$2,000, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ACCEPT AN OFFER OF SPONSORSHIP OF  
TOW BOAT U.S. c/o REYNOLDS TOWING & MARINE SERVICE  
FOR THE TOWN OF HEMPSTEAD 2017 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, Tow Boat U.S. c/o Reynolds Towing & Marine Service has offered to sponsor the 2017 calendar to the extent that it will donate \$1,250 for this project; and

WHEREAS, such sponsorship will include three (3) quarter-page ads in the calendar in a form as provided by the sponsor; and

WHEREAS, the acceptance of this sponsorship is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to accept the offer of sponsorship from Tow Boat U.S. c/o Reynolds Towing & Marine Service, 121 Maple Avenue, Bay Shore, NY 11706 in the amount of \$1,250, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6473

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C., ATTORNEYS AT LAW, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE URBAN RENEWAL PROJECTS RELATED TO THE IMPLEMENTATION OF FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that an attorney be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that the law firm of BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C, having their principal office at 100 Garden City Plaza, Garden City, New York 11530, have performed the assigned projects in a satisfactory manner within the terms of Resolution No. 68-2016 adopted January 12, 2016. The Town is hereby exercising the option stated in Resolution No. 68-2016 to extend the contract of BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C, to the term beginning January 1, 2017 and ending December 31, 2017 with the base cap on the contract in an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems the firm of BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C, Attorneys at Law, to be duly qualified to perform the aforesaid legal work and that the use of the aforementioned firm serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C, Attorneys at Law, for a term beginning January 1, 2017 and ending December 31, 2017 or upon completion of the assignment, not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars, exclusive of disbursements; and

Item # 9  
Case # 25852

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No.16-040  
December 14, 2016



**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**

By and Between

**TOWN OF HEMPSTEAD**

And

**BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C.**

The contract between the parties dated the 12<sup>th</sup> day of January, 2016 under Resolution No. 68-2016 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
ANTHONY J. SANTINO  
Supervisor

BERKMAN, HENOCH, PETERSON,  
PEDDY & FENCHEL, P.C.  
Attorneys at Law

By: \_\_\_\_\_  
STEVEN J. PEDDY  
Principal

\_\_\_compliant w/ GML 103

compliant w/ TOH Guidelines

\_\_\_not subject to GML or Guidelines

\_\_\_\_\_  
Director of Purchasing

*Cleopatra*  
*1/20/17*

Doc. No. 16-040  
October 31, 2016

APPROVED AS TO CONTENT  
DATE 12/12/16  
*Katrina R. Brooks*  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved as to form  
*[Signature]*  
Deputy Town Attorney  
Dated January 6, 2017

**APPROVED**  
By *[Signature]* Date 1/11/17  
*[Signature]* 1/9/17  
KEVIN R. CONROY, CPA  
TOWN CONTROLLER



Katrina R. Brooks, Esq.

August 13, 2015

Page 10

litigation, actions arising under 42 U.S.C. 1983, condemnation, zoning, regulation, legislative drafting, community development and real estate transactions. A substantial portion of the firm's practice is devoted to the representation of municipal entities in a wide variety of matters and issues encompassing virtually all aspects of municipal law. In this respect, the firm has for many years acted as legal counsel for the Town of Hempstead, Counties of Nassau and Suffolk, and the Suffolk County Legislature. In addition to its representation of the Town of Hempstead, the County of Nassau and the County of Suffolk, BHPP&F is listed within the directory of approved defense counsel for and has represented the Town of Babylon, Town of Southold, Town of Southampton, Incorporated Village Of Freeport, Town Of Huntington, City Of Long Beach, Incorporated Village Of Hempstead, Village Of Patchogue, Incorporated Village of Muttontown, North Hempstead Housing Authority, Huntington Housing Authority, New York State Housing Finance Agency, Hempstead School District, Suffolk County Legislature, Town of Smithtown; Nassau Regional Off Track Betting Corporation, NuHealth/Nassau Health Care Corporation; the Long Island Rail Road, the Metropolitan Transit Authority, the Federal Deposit Insurance Corporation and the State of New York Mortgage Agency, Federal Deposit Insurance Corporation and the State Of New York Mortgage Agency. Our representation of municipal clients has involved matters including defense of alleged violations of constitutional rights (42 U.S.C. 1983); constitutional challenges to land use and zoning regulations; actions to enjoin land uses prohibited pursuant to zoning regulation such as adult uses; municipal contract disputes; solid waste management actions including, the location and use of real property as waste transfer stations; defense of constitutional challenges to municipal code enforcement actions; Federal Fair Housing Act litigation; constitutional challenges to town-wide tax reassessment; defense of municipal officers; civil rights; defamation; employment discrimination; ancient land claims; defense of constitutional challenges to legislative action involving the separation of powers doctrine; urban renewal planning; constitutional challenges to municipal ordinances; zoning; CPLR Article 78 actions; municipal challenges to Department of Transportation regulation of Republic Airport; municipal challenge to Metropolitan Transportation Authority exercise of eminent domain; representation of municipality with respect to New York State Department of Environmental Conservation application for siting and operating permit for electric generating facility; eminent domain/condemnation; adverse possession; defacto taking; labor disputes, including challenge to municipal union's selection of arbitrator; and, Building and Fire Code violations.

A listing of representative municipal law cases in which the firm has acted as legal counsel for various municipalities is annexed hereto.

**4. Fee Schedule:**

**Proposed hourly rate \$225.00.**

The customary hourly billing rates for the attorneys listed are:

Steven Peddy	\$500.00
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SCHEDULE "B"

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION  
OF A CONTRACT BETWEEN THE TOWN OF  
HEMPSTEAD AND EF BIBLA LANDSCAPE  
ARCHITECT, TO PROVIDE PROFESSIONAL  
SERVICES IN CONNECTION WITH THE  
COMMUNITY DEVELOPMENT PROGRAMS OF  
THE TOWN OF HEMPSTEAD**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommended that a landscape architect be retained to perform professional services of a consultant to support community relations activities and perform other services in connection with the planning and implementation of community development projects; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Request for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely spread newspaper; and

**WHEREAS**, the Commissioner of The Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that EF BIBLA LANDSCAPE ARCHITECT, having its principal office at 129 Walt Whitman Road, Huntington Station, New York 11746, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 288-2016 adopted February 23, 2016. The Town is hereby exercising the option stated in Resolution No. 288-2016 to extend the contract of EF BIBLA LANDSCAPE ARCHITECT, to the term of January 1, 2017 to December 31, 2017 with the base cap on the contract for an amount not to exceed TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense, and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and EF BIBLA LANDSCAPE ARCHITECT, for a term beginning January 1, 2017 and ending December 31, 2017 with an amount not to exceed the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

Item #

10

Case #

2827a

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
EF BIBLA LANDSCAPE ARCHITECT**

The contract between the parties, dated the 23<sup>rd</sup> day of February, 2016, under Resolution No. 288-2016 is hereby extended as follows:

- The term of this contract is hereby extended from January 1, 2017 to December 31, 2017.

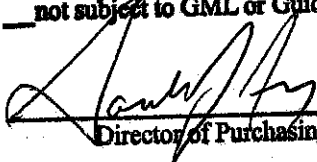
All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF HEMPSTEAD**

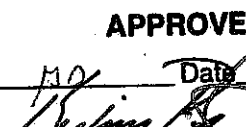
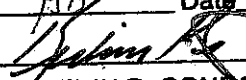
compliant w/ GML 103  
 compliant w/ TOH Guidelines  
 not subject to GML or Guidelines

  
\_\_\_\_\_  
Director of Purchasing 1/5/17

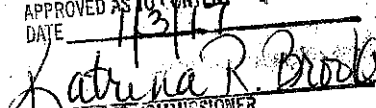
By: \_\_\_\_\_  
ANTHONY J. SANTINO  
Supervisor


**ELIZABETH F. BIBLA**  
Landscape Architect

By:   
\_\_\_\_\_  
ELIZABETH F. BIBLA

**APPROVED**  
By:  Date: 1/6/17  
 1/2/17  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

  
1/20/17

APPROVED AS TO CONTENT  
DATE: 1/31/17  
  
KATRINA R. BROOKS  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved as to form  
  
\_\_\_\_\_  
Deputy Town Attorney  
Dated January 24, 2017



ELIZABETH F. BIBLA  
LANDSCAPE ARCHITECT

July 28, 2015

Ms. Norene Domino  
Town of Hempstead  
Department of Planning & Economic Development  
200 North Franklin Street  
Hempstead, NY 11550

RE: Proposal for Landscape Architect

Dear Ms. Domino,

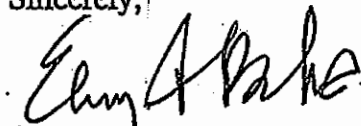
Thank you for allowing me to submit a proposal for Landscape Architectural services as per the July 28, 2015 RFP. I have attached a recent copy of my resume along with a sample copy of a Tree Preservation Report for the departments' approval.

My fee to prepare a Tree Preservation Inspection and report is \$ 450.00. Multiple attached lots prepared at the same time period are billed at 450.00 plus 350.00 for each contiguous lot. The timetable to prepare the report is no more than 10 working days from the receipt of the necessary surveys. I will supply 3 original sealed reports for each project. I require access to fenced lots with a key to locked sites.

I have been preparing Tree Preservation Reports for private contractors since 1989. In addition, I have been under contract with the Town of Hempstead Department of Planning & Economic Development since 1998. My New York State Landscape Architect License # is 001153-1

Thank you for the opportunity to submit this proposal.

Sincerely,



Elizabeth Bibla

Exhibit "B"



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION  
OF A CONTRACT BETWEEN THE TOWN OF  
HEMPSTEAD AND CAMERON ENGINEERING  
& ASSOCIATES, LLP, TO PROVIDE PROFESSIONAL  
SERVICES IN CONNECTION WITH THE COMMUNITY  
DEVELOPMENT PROGRAMS OF THE TOWN OF  
HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of engineering consultants to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that CAMERON ENGINEERING & ASSOCIATES, LLP, with offices at 100 Sunnyside Boulevard, Woodbury, NY 11797, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 365-2016 adopted March 8, 2016. The Town is hereby exercising the option stated in Resolution No. 365-2016 to extend the contract of CAMERON ENGINEERING & ASSOCIATES, LLP to the term of January 1, 2017 to December 31, 2017 with the base cap on the contract for an amount not to exceed ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and CAMERON ENGINEERING & ASSOCIATES, LLP, for a term beginning January 1, 2017 and ending December 31, 2017, with an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 16-064  
December 5, 2016

Item # 11

Case # 24970

**EXTENSION OF CONTRACT  
FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
CAMERON ENGINEERING &  
ASSOCIATES, LLP**

The contract between the parties dated the 18th day of March 2016 under Resolution No. 365-2016, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**ANTHONY J. SANTINO**  
Supervisor

**CAMERON ENGINEERING &  
ASSOCIATES, LLP**

By: \_\_\_\_\_  
**JOHN D. CAMERON, JR., P.E.,**  
Managing Partner

\_\_\_compliant w/ GML 103

✓compliant w/ TOH Guidelines

\_\_\_not subject to GML or Guidelines

\_\_\_\_\_  
Director of Purchasing

12/20/17  
1/10/2017

Approved as to form

\_\_\_\_\_  
Deputy Town Attorney  
Dated 20  
12/28/16

APPROVED AS TO CONTENT  
DATE 12/15/16  
\_\_\_\_\_  
KATRINA R. BROOKS  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

\_\_\_\_\_  
1/20/17

Doc. No. 16-064  
November 17, 2016

**APPROVED**

By: \_\_\_\_\_ Date: 1/23/17  
\_\_\_\_\_  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER





## FEE SCHEDULE

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



SCHEDULE "B"

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of land use planning firm to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) with offices at 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 370-2016 adopted March 8, 2016. The Town is hereby exercising the option stated in Resolution No. 370-2016 to extend the contract of VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) to the term of January 1, 2017 to December 31, 2017 with the base cap on the contract for an amount not to exceed ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) for a term beginning on January 1, 2017 and ending December 31, 2017 with an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES : ( )  
NOES; ( )

Doc. No. 16-067  
December 5, 2016

Item # 12  
Case # 28537

**EXTENSION OF CONTRACT  
FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
VHB ENGINEERING, SURVEYING AND  
LANDSCAPE ARCHITECTURE, P.C. (VHB)**

The contract between the parties dated the 18th day of March 2016 under Resolution No. 370-2016, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "A" to the original contract, a copy of which is annexed hereto.

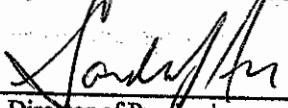
Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this        day of        , 2016.

**TOWN OF HEMPSTEAD**

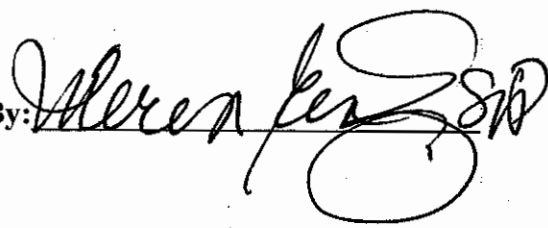
By: \_\_\_\_\_  
**ANTHONY J. SANTINO**  
Supervisor

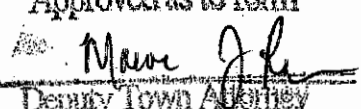
compliant w/ GML 103  
 compliant w/ TOH Guidelines  
 not subject to GML or Guidelines

  
\_\_\_\_\_  
Director of Purchasing

12/20/16

**VHB ENGINEERING, SURVEYING AND  
LANDSCAPE ARCHITECTURE, P.C. (VHB)**

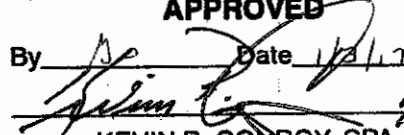
By: 

Approved as to form  
  
Deputy Town Attorney  
Dated 20  
November 28, 2016

  
1/20/17

APPROVED AS TO CONTENT  
DATE 12/15/16  
  
Katerina P. Brooks  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 16-067  
November 17, 2016

**APPROVED**  
By  Date 1/9/17  
\_\_\_\_\_  
KEVIN R. CONBOY, CPA  
TOWN COMPTROLLER



# 5

## Fee Schedule

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

*Reimbursable and subconsultant expenses are billed at cost plus 10%*

### SCHEDULE 'A'





CASE NO.

RESOLUTION NO.

ADOPTED:

Council(wo)man

offered the following resolution and moved its adoption:

**RESOLUTION ADOPTING A SOCIAL MEDIA USE POLICY FOR TOWN  
OF HEMPSTEAD EMPLOYEES**

WHEREAS, the Town of Hempstead utilizes certain social media programs and outlets to advise Town residents and others of Town activities as well to disseminate other Town-related information; and

WHEREAS, some employees of the Town of Hempstead are charged with accessing numerous social media web-sites found over the internet in order to post such information for use by the public; and

WHEREAS, it is in the best interest of the Town of Hempstead to establish a policy by which Town of Hempstead employees are guided in the use, access, and posting of information on and over such social media;

NOW

THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Social Media Policy, be and the same is hereby adopted as the policy for the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

28103

## TOWN OF HEMPSTEAD

### SOCIAL MEDIA POLICY

**1. Purpose.** The Town of Hempstead is a workplace dedicated to providing maximum value to taxpayers. During their hours of work employees are required to be working free of the distractions caused by social media. This policy clarifies the rules regulating the use of electronic devices in accessing social media and other forms of communication during the employee's working hours. Employees should familiarize themselves with these rules to avoid possible disciplinary action.

#### **2. Definitions.**

As used in this policy, the terms "hours of work" or "working hours" does not include the time that the employee is on his/her meal or break period.

As used in this policy, the term "electronic device" refers to any device which is capable making a recording or photograph of any kind and/or which is capable of connecting to the internet by wire, cellular or wifi system.

As used in this policy, the term "post" means to provide commentary, photos or videos in any social media environment, to provide remarks, photos or videos in response to commentary, photos or videos posted by others or to "like" or post emoticons in response to same.

As used in this policy, the term "social media" refers to any internet or intranet-based website that allows for the sharing of information or ideas. Such websites often allow for the creation of user profiles, the posting of text, photos, videos and/or live broadcasts and the posting of comments (including "likes") on same. The term is intended to be interpreted broadly as technology changes rapidly and new forms of social media appear weekly. Some popular current examples of social media include (but are not limited to) Facebook (and its associated Messenger service), Twitter, Instagram, LinkedIn, Snapchat, Pinterest, etc.

As used in this policy, the term "social media use" includes viewing social media whether or not the reader makes a post.

**3. Applicability.** This policy applies to all Town of Hempstead employees, regardless of status or job title.

**4. Social Media Use During Working Hours.** Social media may not be viewed on town equipment or on personally owned electronic devices at any time during working hours. Social media may be accessed on town equipment or on personally owned electronic devices during working hours on rare occasions when doing so is necessary in order to conduct research which the researcher has specifically been directed, by a superior, to undertake in connection with official town business. Social media may also be accessed on town equipment or on personally

owned electronic devices during working hours by town personnel who are specifically responsible for maintaining official, town, social media sites or otherwise specifically approved by the Office of Supervisor or Office of Communications to engage in discourse on the Town's behalf on social media.

**4A. Special Rules Applicable to Posting by Town Employees, acting in their official capacities, on Social Media.** No posting done on official town media or by town personnel, acting in their official capacities, on social media, shall contain:

- personal attacks against any individual or group;
- comments of a political nature;
- profane language or content;
- sexual content or links to sexual content;
- content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- solicitations for money or goods of any type;
- conduct or encouragement of illegal activity;
- information that may tend to compromise the safety or security of the public, public systems, or our employees or volunteers; or
- dissemination of any individual's personal information, e.g. home address, phone number, social security number, or name.

**4B. Additional Principles Applicable to Posting by Town Employees, acting in their official capacities, on Social Media.** Town employees should adhere to the following additional principles when posting on official, town media, social media or when posting in any media in their official capacities:

- Do not discuss any Town-related information that is not considered public information. The discussion of sensitive, proprietary, or classified information is strictly prohibited.
- You are responsible to follow the Town of Hempstead's conduct guidelines including, but not limited to, the Code of Ethics, EEO Policy, Workplace Violence Policy and the Collective Bargaining Agreement.
- Do not engage in vulgar or abusive language, personal attacks of any kind or offensive comments targeting individuals or groups.

- Do not endorse commercial products, services or entities.
- Do not endorse political parties, candidates or groups.

**5. Penalty for Violation of this Policy.** Failure of any employee to comply with any portion of this policy or the guidelines herein may result in disciplinary action, up to and including termination.

**ACKNOWLEDGEMENT OF RECEIPT**

**Town of Hempstead Social Media Policy**

With my signature below, I, the undersigned, acknowledge receipt of the Town of Hempstead's Social Media Policy. I understand that it is my responsibility to read this policy, to be familiar with its contents and abide by its terms.

I am also acknowledging my understanding that all other Town policies, executive orders and procedures currently in effect and for which I am responsible, are available at the Department of Human Resources, located at 350 Front Street, Hempstead, New York 11550.

Finally, **I understand that my violation of the policies and guidelines contained in the Social Media Policy may lead to disciplinary action up to and including termination from town employment.**

Please sign and return to your departmental representative. Thank you.

Employee's Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

Department Representative's Name: \_\_\_\_\_

Department Representative's Signature: \_\_\_\_\_

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

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION ACCEPTING UNIT BASED BID AND AWARDING ON-CALL CONTRACT FOR ABATEMENT AND DISPOSAL OF ASBESTOS MATERIALS AT VARIOUS TOWN FACILITIES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW #44-16

WHEREAS, the Commissioner of the Department of General Services advertised for an On-Call Contract for Abatement and Disposal of Asbestos Materials at various Town Facilities, Town of Hempstead, Nassau County, New York PW#44-16; and

WHEREAS, the unit based bids submitted pursuant to such advertisement were opened and read in the Office of the Commissioner of the Department of General Services on October 27, 2016; and

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

**Unitech Services Group, Inc.**

241-4 N. Fehr Way  
Bayshore, New York 11706

Description	Price Per Ft^2
Ceiling Tiles	\$10
Ceiling Textuure/Joint Compound	\$18
Roof Materials & Underlayment	\$7
Roof Cement	\$16
Spray-on Fireproofing Insulation	\$30
Window Caulk	\$200
Wallboard	\$12
Wall Texture/Joint Compound	\$12
Brick Block Walls	\$22
Tar Paper	\$16
Floor Tile & Floor Tile Mastic	\$8
Mastic Only	\$4
Wall Insulation/ Ceiling Insulation	\$18
Description	Price Per Linear Ft
TSI (<=6" diameter) (tent abatement)	\$24
TSI (<=6" diameter) (glovebag only)	\$48
TSI (>6" diameter) (no glovebag)	\$42
TSI (>6" diameter) (glovebag)	\$68
TSI (<=6" diameter) (elbows)	\$80
TSI (>6" diameter) (elbows)	\$100
Percentage Increase for Abatement work above 8 feet	10% per project
	\$1800

Per Project

Item #

15

Case #

14759

Minor Asbestos		
Small Asbestos	\$3200	Per Project
Large Asbestos	\$5600	Per Project
Incidental Disturbance (<4 hr response)	\$100	Per Project
Incidental Disturbance (=<8hr response)	\$800	Per Project
Incidental Disturbance (>8hr response)	\$600	Per Project
Emergency Response	\$6400	Per Project

### Fiber Control

3010 Burns Avenue  
Wanatagh, New York 11793

Bid Bond	5%
Description	Price Per Ft^2
Ceiling Tiles	\$15
Ceiling Textuure/Joint Compound	\$8
Roof Materials & Underlayment	\$10
Roof Cement	\$10
Spray-on Fireproofing Insulation	\$22
Window Caulk	\$25
Wallboard	\$8
Wall Texture/Joint Compound	\$8
Brick Block Walls	\$10
Tar Paper	\$10
Floor Tile & Floor Tile Mastic	\$8
Mastic Only	\$3
Wall Insulation/ Ceiling Insulation	\$4
Description	Price Per Linear Ft
TSI (=<6" diameter) (tent abatement)	\$40
TSI (=<6" diameter) (glovebag only)	\$30
TSI (>6" diameter) (no glovebag)	\$40
TSI (>6" diameter) (glovebag)	\$30
TSI (=<6" diameter) (elbows)	\$135
TSI (>6" diameter) (elbows)	\$135

Percentage Increase for Abatement work above 8 feet      20% per project

Minor Asbestos	\$1500	Per Project
Small Asbestos	\$4000	Per Project
Large Asbestos	\$8500	Per Project
Incidental Disturbance (<4 hr response)	\$1500	Per Project
Incidental Disturbance (=<8hr response)	\$1500	Per Project
Incidental Disturbance (>8hr response)	\$1500	Per Project
Emergency Response	\$3500	Per Project



**ATCO Contracting Group, Inc.**

34-52 11<sup>th</sup> Street  
Long Island City, New York 11106

Bid Bond	5%	
Description	Price Per Ft <sup>2</sup>	
Ceiling Tiles	\$8.75	
Ceiling Texture/Joint Compound	\$9.50	
Roof Materials & Underlayment	\$15	
Roof Cement	\$20	
Spray-on Fireproofing Insulation	\$25	
Window Caulk	\$15	
Wallboard	\$15	
Wall Texture/Joint Compound	\$14	
Brick Block Walls	\$21	
Tar Paper	\$8	
Floor Tile & Floor Tile Mastic	\$15.75	
Mastic Only	\$10	
Wall Insulation/ Ceiling Insulation	\$12	
Description	Price Per Linear Ft	
TSI (=<6" diameter) (tent abatement)	\$30	
TSI (=<6" diameter) (glovebag only)	\$28	
TSI (>6" diameter) (no glovebag)	\$30	
TSI (>6" diameter) (glovebag)	\$31	
TSI (=<6" diameter) (elbows)	\$50	
TSI (>6" diameter) (elbows)	\$60	
Percentage Increase for Abatement work above 8 feet	4 % per project	
Minor Asbestos	\$4995	Per Project
Small Asbestos	\$4450	Per Project
Large Asbestos	\$4500	Per Project
Incidental Disturbance (<4 hr response)	\$7900	Per Project
Incidental Disturbance (=<8hr response)	\$6900	Per Project
Incidental Disturbance (>8hr response)	\$4000	Per Project
Emergency Response	\$6500	Per Project

WHEREAS, the Commissioner of the Department of General Services recommends that the contract be awarded to the low bidder, Unitech Services Group, Inc. based on unit pricing for a three year period commencing upon award of contract through December 31, 2019; and

NOW, THEREFORE, BE IT

RESOLVED, that the unit based bid of Unitech Service Group, Inc., 241-4 N. Fehr Way, Bayshore, New York 11706 based on unit pricing for a three year period commencing upon award of contract through December 31, 2019 for an On-Call Contract for Abatement and Disposal of Asbestos Materials at Various Town Facilities, Town of Hempstead, Nassau County, New York PW#44-16, be accepted subject to the execution of a contract by it; and

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

BE IT FURTHER RESOLVED, 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 award the above contract to Unitech Service Group, Inc., 241-4 N. Fehr Way, Bayshore, New York 11706 based on unit pricing for a three year period commencing upon award of contract through December 31, 2019 with the payments made from Department of General Services Account Number 010-001-1490-4090, Building Maintenance.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION ACCEPTING BID AND AWARDING  
CONTRACT #4-2017 FOR: PORTABLE TOILET  
RENTAL AS PER SPECIFICATIONS

WHEREAS, after due advertisement by the Director of Purchasing on behalf of the Department of Parks and Recreation, for sealed bids under contract # 4-2017 for Portable Toilet Rental for an approximately three (3) year term commencing upon the mutual execution of the contract and terminating on December 31, 2019; and

WHEREAS, the following two (2) bids submitted on Wednesday, December 28, 2016 pursuant to said advertisement were examined and reviewed by the Commissioner of Parks and Recreation as follows:

Call-A-Head Corp.  
304 Crossbay Blvd.  
Broad Channel, N.Y. 11693

<u>RATE SCHEDULE</u>	<u>MONTHLY RATE</u>	<u>SERVICE</u>	<u>ROUND TRIP TRUCKING</u>
A. Portable Toilet	\$ 34.00	INCLUDED	INCLUDED
B. Handicap Portable Toilet	\$ 62.00	INCLUDED	INCLUDED
C. Restroom Mobile Trailer	\$800.00	\$125.00/service	INCLUDED

Russel Reid Waste Hauling  
And Disposal Service Co. Inc.  
D/B/A  
Mr. John Portable Sanitation Units, Inc.  
P.O. Box #130  
Keasbey, N.J.,08832

<u>RATE SCHEDULE</u> <u>TRUCKING</u>	<u>MONTHLY RATE</u>	<u>SERVICE</u>	<u>ROUND TRIP</u>
A. Portable Toilet	\$ 74.75	INCLUDED	INCLUDED
B. Handicap Portable Toilet	\$ 99.75	INCLUDED	INCLUDED
C. Restroom Mobile Trailer	\$2,175.00	INCLUDED	INCLUDED

WHEREAS, the Commissioner of Parks and Recreation, after reviewing the bid offerings, recommends acceptance of the bid submitted by Call-A-Head Corp., 304 Crossbay Blvd., Broad Channel, N.Y., 11693, as being and able to meet the specifications of the Bid Proposal for Portable Toilet Rental as the low bidder, as being fair, reasonable and appearing to be duly qualified and able to perform the specifications and conditions of Contract #4-2017; and

WHEREAS, prices will remain firm for the entire contract term of approximately three (3) years; and

WHEREAS, this Town Board, after due deliberation, deems that the proposal submitted by Call-A-Head Corp., 304 Crossbay Blvd., Broad Channel, N.Y., 11693, to be reasonable and in the best public interest:

NOW, THEREFORE, BE IT

Item # 16

Case # 19823

RESOLVED, that the Supervisor of the Town of Hempstead be hereby authorized to make payments under the contract executed by Call-A-Head Corp., 304 Crossbay Blvd., Broad Channel, N.Y., 11693, from the Rental of Equipment Account, #400-007-7110-4130, utilizing said Portable Toilet Rental services for an approximately three (3) year term commencing upon the mutual execution of the contract and terminating on December 31, 2019

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

Council  
moved its adoption:

offered the following resolution and

RESOLUTION AMENDING CONTRACT AND AUTHORIZING FINAL PAYMENT TO TRI-STATE PAVING, LLC FOR WORK REQUIRED IN THE COMPLETION OF THE CONTRACT FOR ROAD IMPROVEMENT ARMOND STREET- HEMPSTEAD BLVD. AREA, UNIONDALE WITHIN THE TOWN OF HEMPSTEAD, PW# 54-15

WHEREAS, Tri-State Paving LLC., 1620 Ocean Ave Suite 3, Bohemia, New York 11716, had been awarded a contract for the Road Improvement Armond Street - Hempstead Blvd, Uniondale, within the Unincorporated Areas of The Town Of Hempstead; and

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

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

INCREASES IN CERTAIN CONTRACT ITEMS

Item #	Quantity		Unit Price
16SS-1	2 EA	Change Elev.San.Sewer MH@.....	500.00 / EA
27SS-MW	491.03 SF	Remove and Replace Masonry Walk @.....	50.00 / SF
28X	112.90 SF	Cement Concrete Driveway Aprons @.....	8.00 / SF
36DX-M	461.83 Ton	Asphalt Concrete Binder @.....	90.00 / Tons
36E	423.66 Ton	Asphalt Concrete Type 1AC @.....	100.00 / Tons
39SS-2	4 Ton	Dust Palliative (Calcium Chloride) @...	1500.00 / Tons
58SS-1	17.80 LF	Saw Cut Existing Concrete @.....	10.00 / LF
500-R	3368.80 SY	Mixed In Place Stabl. Base Course.@.....	5.00 / SY
510	398 Gal	Bituminous Material Emulsified @.....	.75 / Gal

DECREASES IN CERTAIN CONTRACT ITEMS

1A-SS	1 EA	Tree Removal 4"-12" Dia.....	150.00 / EA
1AX-SS	1 EA	Tree Removal 4"-12" Dia.....	150.00 / EA
1B-SS	1 EA	Tree Removal 12"-24" Dia.....	250.00 / EA
1BX-SS	1 EA	Tree Removal 12"-24" Dia.....	250.00 / EA
1C-SS	1 EA	Tree Removal 24"-36" Dia.....	350.00 / EA
1CX-SS	1 EA	Tree Removal 24"-36" Dia.....	350.00 / EA
1D-SS	1 EA	Tree Removal 36"& Over" Dia.....	450.00 / EA
1DX-SS	1 EA	Tree Removal 36" & Over" Dia.....	450.00 / EA
1G-SS	1 EA	Stump Removal @.....	100.00 / EA
2X	20 CY	Unclassified Excavation @ .....	1.00 / CY
2X-1	61 CY	Unclassified Excavation (Unsuit) @ .....	100.00 / CY
4AX	10 EA	Cement Concrete (Break Pvmt) @.....	10.00 / EA
7	10 CY	Prepare Fine Grade @.....	100.00 / CY
12HX	3100 LF	Clean Existing Drain Facility @.....	5.00 / LF
13G	6 EA	RegROUT Catch Basin @.....	1500.00 / EA
15X	1 EA	Alter Ex. Catch Basin @.....	5000.00 / EA
19SS-DG	10 SF	Deco loose Gravel or Stone @.....	100.00 / SF
22CX-M-2	40 Tons	Dense Grade Base Course Asph @.....	200.00 / Tons
26C	22.30 LF	Cement Concrete Curb @.....	20.00 / LF
26SS	1389.90 LF	Cement Concrete Curb & Gutter @.....	26.00 / LF
27	452.01 SF	Concrete Sidewalk @.....	8.00 / SF
28X-DW	8 SF	Detectable Warning Surface @..	500.00 / SF
36SS	64.33 SF	Asphalt Conc. Type 1AC @.....	100.00 / SF

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39SS-1	1 Ton	Dust Palliative (Calcium Chloride) @...	300.00 / Ton
58SS-2	46.50 LF	Saw Cut Existing Asphalt @ .....	7.00 / LF
116SS	20 SY	Profiling & Removal Conc. or Asph.@.....	10.00 / SF
200SS-1	120 SY	Restoration (Topsoil & Seed) @.....	12.00 / SY
200SS-2	1567.15 SY	Restoration (Topsoil & Sod) @.....	12.00 / SY
210SS-2	678.40 LF	Reflectorized Pvmt Markings @.....	1.00 / LF
398	36 CY	Dense Graded Aggregate Base @.....	50.00 / CY
520	10 Tons	Soil Stabilization AD Mixture @.....	100.00 / Tons

CHANGE ORDER

Change Order #1- Hempstead Blvd – Uniondale Ave Traffic loop cut wire and seal.  
Total - \$5,384.50

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

WHEREAS, the Commissioner of Engineering has advised the Town Board that the increases in certain contract items and one (1) Change Order, less the decreases in certain contract items will result in an increase of \$15,688.22 in the contract price of the improvement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to pay Tri-State Paving LLC. the total amended contract price of \$860,518.22 and to amend the contract to reflect the above described increases and decreases in certain contract items and one (1) Change Order necessary for the proper completion of, Road Improvement Armond Street – Hempstead Blvd, Uniondale, Town Of Hempstead which monies is to be paid out of Town Highway Capital Improvement funds.  
Account # 9534-503-9534-5010

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING ACCEPTANCE OF BID FOR SIGNAGE, LIGHTING AND AWNING PROJECT AT 844 MERRICK ROAD, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.**

**WHEREAS**, the Town of Hempstead through the Department of Planning and Economic Development, by public notice in Newsday, duly published according to law, invited sealed bids for Signage, Lighting and Awning Project, located at 844 Merrick Rd, Baldwin, New York, in the Town of Hempstead, County of Nassau; and

**WHEREAS**, the Department of Planning and Economic Development received two (2) bids in response to the subject project; and

- |    |                             |              |
|----|-----------------------------|--------------|
| 1. | Mineola Sign, Co.           | \$ 12,900.00 |
| 2. | ValleSign and Awnings, Inc. | \$ 14,250.00 |

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that the Town of Hempstead accept the lowest responsible bid submitted by Mineola Sign, Co., 332 Sagamore Ave, Mineola, NY 11501, in the sum of TWELVE THOUSAND NINE HUNDRED AND 00/100 (\$12,900.00) DOLLARS for the Signage, Lighting and Awning Project, located at 844 Merrick Rd, Baldwin, New York, in the Town of Hempstead, County of Nassau; and

**WHEREAS**, this Town Board deems it to be in the public interest to accept the aforementioned bid.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to accept the bid and execute the contract made by MINEOLA SIGN, CO., in the sum of TWELVE THOUSAND NINE HUNDRED AND 00/100 (\$12,900.00) Dollars with payments charged against the appropriate Community Development Account; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute any and all documents necessary to implement the project. Said documents shall include, but shall not be limited to award notices, change orders, notices to proceed, and any other documents that are reasonably required for the implementation and completion of the project.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item# 18  
Case# 20803

Case No.

Resolution No.

Adopted:

Councilman

offered the following resolution and moved its adoption:

**RESOLUTION AWARDING A BID FOR ADA COMPLIANT  
BATHROOM RENOVATIONS LOCATED AT VFW POST  
3350, 164 MAIN STREET, EAST ROCKAWAY, N.Y.**

**WHEREAS**, the Commissioner of the Town of Hempstead Department of Planning and Economic Development advertised by public notice in Newsday and The Long Island Business News according to law, invited sealed bids for a bathroom renovation project in compliance with ADA requirements at VFW Post 3350's facility located at 164 Main Street, East Rockaway, N.Y. in the Town of Hempstead and County of Nassau; and

**WHEREAS**, the Town of Hempstead Department of Planning and Economic Development received six (6) Bids in response to the subject project as follows:

1. RCX Construction, Inc - \$ 85,750.00
2. Talty Construction- \$138,600.00
3. Ravco Construction, Inc. - \$147,500.00
4. JNH Construction Group, Inc.- \$197,200.00
5. ACL Construction- \$202,500.00
6. National Insulation & GC Corp.- \$237,500.00; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, after confirmation of the accuracy of its bid, recommends that Town of Hempstead award the lowest responsible bid, submitted by RCX Construction, Inc., with offices located at 25 West Broadway, Apt. 312, Long Beach, N.Y. 11561 in the sum of EIGHTY FIVE THOUSAND SEVEN HUNDRED FIFTY 00/100 (\$85,750.00) Dollars for the ADA compliant renovations to the bathrooms located at VFW Post 3350, 164 Main Street, East Rockaway, N.Y., in the Town of Hempstead, County of Nassau; and

**WHEREAS**, the Town Board deems it in the public interest to award the aforementioned bid.

**NOW THEREFORE IT IS**

**RESOLVED**, that upon the recommendation of the Commissioner of the Department of Planning and Economic Development, the bid of RCX Construction, Inc. be and is hereby awarded; and

**BE IT FURTHER**

**RESOLVED**, the Commissioner of the Town of Hempstead Department of Planning and Economic Development is hereby authorized to execute the contract with RCX, Construction, Inc. in the sum of EIGHTY FIVE THOUSAND SEVEN HUNDRED FIFTY 00/100 (\$85,750.00) Dollars for the ADA compliant renovations to the bathrooms located at VFW Post 3350, 164 Main Street, East Rockaway, N.Y., in the Town of Hempstead, County of Nassau; and

**BE IT FURTHER**

**RESOLVED**, that the Commissioner of the Town of Hempstead Department of Planning and Economic Development be and hereby is authorized to execute any and all documents necessary to fully implement the terms and provisions of this Resolution without the need for further resolution provided nevertheless, that said documents are in a form duly approved by legal counsel to said Commissioner. Said documents shall include, but not be limited to, award notices, change orders, notices to proceed, and such other documents as, in the opinion of legal counsel to said Commissioner are reasonably

*Item # 19*  
*Case # 18675*



required to implement this Resolution; and

**BE IT FURTHER**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development, be and is hereby authorized to pay out of the appropriate Community Development Account EIGHTY FIVE THOUSAND SEVEN HUNDRED FIFTY 00/100 (\$85,750.00) Dollars to RCX Construction, Inc. upon the submission and acceptance of a duly executed claim form.

The foregoing Resolution was duly adopted upon roll call as follows:

Ayes:

Nayes:

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO EXECUTE A PROJECT MANAGEMENT AGREEMENT  
FOR BALDWIN PARK SHORELINE REHABILITATION.

WHEREAS, the Town of Hempstead owns Baldwin Park at Baldwin Harbor, New York; and

WHEREAS, Baldwin Park bulkhead shoreline and associated recreational amenities have sustained storm damage; and

WHEREAS, pursuant to a certain Community Development Block Grant Disaster Recovery Subrecipient Agreement dated July 1, 2014, the Governor's Office of Storm Recovery will fund the project to repair and replace the above facilities; and

WHEREAS, the Governor's Office of Storm Recovery requires that the Dormitory Authority of the State of New York manages the design and construction phases of this shoreline stabilization project; and

WHEREAS, it is in the best interest of the Town to enter into this project management agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a project management agreement with the Governor's Office of Storm Recovery and the Dormitory Authority of the State of New York for a Baldwin Park Shoreline Stabilization Project.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

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Case #

18675

**PROJECT MANAGEMENT AGREEMENT**

This **PROJECT MANAGEMENT AGREEMENT** (this "**Agreement**") entered into as of \_\_\_\_\_, 2016 by and among the **DORMITORY AUTHORITY OF THE STATE OF NEW YORK**, with its principal offices located at 515 Broadway, Albany, New York 12207 (hereinafter referred to as "**DASNY**"), the **HOUSING TRUST FUND CORPORATION**, operating by and through its division, the **GOVERNOR'S OFFICE OF STORM RECOVERY**, with a mailing address of 25 Beaver Street, New York, New York 10004 (hereinafter referred to as "**GOSR**") and the **TOWN OF HEMPSTEAD**, a municipal corporation and political subdivision of the State of New York (the "**State**") and a participant in the NY Rising Community Reconstruction Program ("**NYRCR Program**"), with a mailing address of One Washington Street, Hempstead, NY 11550 (hereinafter referred to as the "**Participant**"). Each of **DASNY**, **GOSR** and the **Participant** is hereinafter referred to as a "**Party**" and shall collectively be referred to as the "**Parties**".

**WITNESSETH:**

**WHEREAS**, **GOSR** and the **Participant** each desires **DASNY** to manage the applicable design and construction phases of a shoreline stabilization project including the design and construction of bulkhead replacement, retirement of bulkhead and replacement with living shoreline, and associated passive recreational amenities (collectively, the "**Project**") to be constructed on Town of Hempstead property in Baldwin Park in the Hamlet of Baldwin Harbor, and on Town of Hempstead property on Block 590 at the end of Bertha Court in the Hamlet of Baldwin Harbor.] (the "**Property**"); and

**WHEREAS**, pursuant to Title 4 of Article 8 of the Public Authorities Law, **DASNY** is authorized to, among other things, design, construct and otherwise provide and furnish infrastructure projects for local governments, including the **Participant**;

**WHEREAS**, **GOSR** wishes to facilitate funding of the **Project Budget** (as hereafter defined) associated with the **Project** described herein using Community Development Block Grant Disaster Recovery ("**CDBG-DR**") funds pursuant to that certain Community Development Block Grant Disaster Recovery Subrecipient Agreement dated as of July 1, 2014 between **DASNY** and **GOSR**, as amended from time to time (the "**DASNY SRA**"); and

**WHEREAS**, the **DASNY SRA** has previously outlined the respective responsibilities of **DASNY** and the **Housing Trust Fund Corporation** with respect to managing projects undertaken using **CDBG-DR** funds; and

**WHEREAS**, **DASNY**, the **Participant** and **GOSR** now desire to define each of their rights and responsibilities with respect to the applicable design and construction phases of the **Project**, including the manner in which **GOSR** and the **Participant** shall pay their respective share of the **Project Costs** under this **Agreement**.

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NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties do hereby agree as follows:

**I. Purpose**

The purpose of this Agreement is to set forth the mutual understandings among DASNY, GOSR and the Participant which will govern the relationship among the Parties with respect to the management of the applicable design, construction and purchasing phases for the Project. This Agreement is intended to govern all activities heretofore and hereinafter undertaken by DASNY, GOSR and the Participant in connection with the Project.

**II. DASNY Responsibilities**

**A. Project Management Services**

Commencing on the date on which GOSR notifies DASNY to begin work on the Project through a signed Work Order form, DASNY shall manage the applicable design, bidding, award, construction, and close-out phases of the Project in accordance with the DASNY SRA, and further delineated in one or more work orders and/or change orders for services in connection with the Project duly executed between GOSR and DASNY in accordance with the DASNY SRA (all work orders and change orders duly executed to provide services in connection with the Project are incorporated into this Agreement by reference, and are collectively referred to herein as the "Executed Work Order(s)"); provided, however, that DASNY shall have no obligation to begin or perform any work or services in connection with the Project at or on the Project site without a fully executed copy of this agreement except to extent that GOSR and DASNY agree in writing to DASNY's performance of certain investigative and/or design services prior thereto; provided further, however, that DASNY shall have no obligation to bid, award, perform or work under any construction contracts without a fully executed copy of this Agreement.

**III. Responsibilities of GOSR and the Participant**

Except as may otherwise be provided herein, GOSR and/or the Participant (as set forth below) hereby agree to assume sole and complete responsibility with respect to the following:

- A. GOSR shall serve as lead agency and complete all necessary activities associated with the State Environmental Quality Review Act ("SEQRA").
- B. If so desired, GOSR and/or the Participant will complete a timely review of all applicable design submissions for the project. GOSR and/or the Participant will notify

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DASNY of its intent to review the design drawings and will respond with written comments and/or approval within a two week timeframe from receipt of the submission from DASNY;

- C. GOSR will provide a representative to act as a liaison with DASNY who is empowered to make decisions as required to effectively and efficiently aid in the progression of the work to be performed with respect to the Project.
- D. The Participant will provide a representative to act as a liaison with GOSR who is empowered to make decisions as required to effectively and efficiently aid in the progression of the work to be performed with respect to the Project.
- E. Following approval of building permit applications and supportive documents submitted by DASNY, the Participant shall issue or cause to be issued those building permits which it has authority to approve. To the extent Participant is not authorized to approve or issue required building permits, Participant shall work in good faith with DASNY and the approving and issuing entity to secure all such permits.
- F. GOSR and the Participant will coordinate the Parties' collective efforts to resolve any and all community issues with respect to the Project.
- G. GOSR will approve or reject all changes to any Executed Work Order(s) applicable to the Project or to the NY Rising Community Reconstruction Plan project description as attached to a DASNY/Housing Trust Fund Corp Services Request Form applicable to the Project (the foregoing, along with any Executed Work Order(s) relevant to the Project executed after the date hereof, collectively referred to as the "Program Plan") and corresponding amendments to any Construction Documents proposed by the Participant relating to Program Plan changes.
- H. GOSR and the Participant will provide to DASNY available and existing site information, plans, specifications, drawings, and reports, if any, related to the Project;
- I. GOSR and the Participant will timely review and approve the Program Plan and functional design elements at milestones, provided that the time frame for such review is otherwise reasonable given the size and scope of the Program Plan, such approval to be deemed given if DASNY is not otherwise notified within the time frame allocated for such reviews;
- J. The Participant authorizes the Project Managers and Assistance Providers (as herein after defined) to have, and the Participant shall provide, access to the Property in accordance with Article VI hereof;
- K. GOSR and the Participant recognize that Program Plan changes, delays, or any other matters may alter the pre-construction or construction schedule developed by DASNY for the project ("Project Schedule") and the Project Costs. To that extent, the Project Schedule may be adjusted with approval from GOSR and the Participant in accordance

with Article XIII of this Agreement, and the Project Budget may be adjusted in accordance with the provisions set forth in Article IV of this Agreement;

- L. GOSR and the Participant will timely review any other matters given to it by DASNY for its consideration. Approval by GOSR and/or the Participant (as applicable) of any such matters (not including changes to Project Schedule or Project Budget) will be deemed given if DASNY is not otherwise notified in writing within fifteen (15) business days of receipt of such request from DASNY for such approval unless otherwise extended by agreement of all Parties;
- M. On a periodic basis GOSR and the Participant will participate in a walk-through of the Project with DASNY, the Design Professional, the Construction Contractors and other appropriate and necessary consultants to ensure compliance with the Program Plan. GOSR and the Participant shall also have access to inspect the site at any time; provided however, that the DASNY project manager and other DASNY field personnel are notified of such visit and site safety and visitation protocol in place in the field are strictly adhered to. GOSR or the Participant will have five (5) business days following any such inspection to provide written notification of any design, construction and/or Program Plan deficiencies to DASNY;

#### IV. Project Budget

##### A. Project Budget

The "**Project Budget**" shall mean the aggregated "**Project Budget**" as set forth in the Executed Work Order(s) for the Project. "**Project Costs**" shall mean, collectively, all design and construction costs necessary to complete the Project in accordance with the Program Plan, including but not limited to any and all costs associated with change order contingencies, and other costs associated with Program Plan changes for the Project. During the course of the design, DASNY shall provide GOSR and the Participant with updated estimates of Project Costs. If DASNY determines that the Project Costs to construct the Project consistent with the Program Plan are likely to exceed the Project Budget ("**Excess Project Costs**"), DASNY shall promptly notify GOSR and, if requested by either GOSR or Participant, provide alternative solutions as well as cost estimates associated with each alternative solution to GOSR and Participant.

GOSR shall advise DASNY whether it wishes to adopt one or more such alternate solutions or may instead inform DASNY that it wishes to increase the Project Budget. Approval or denial by GOSR of any change to the Project Budget will be in writing and delivered to DASNY by GOSR in accordance with the provisions of Article XIII herein. Any such change shall not be reflected in the Project Budget until such change is made in the Executed Work Order(s) for the Project. The scope of work in DASNY's contract with the design professional for the Project shall be modified to reflect the change of the Program Plan, as hereinafter provided. GOSR shall be responsible to fund any increase in the Project Budget that is approved in writing and delivered to DASNY by GOSR in accordance with Article XIII herein and set forth in the Executed Work Order(s) for the Project. In the event that GOSR

denies an increase of the Project Budget, the Participant may elect in writing to fund the Excess Project Costs through an alternative funding source. In such instance, the Participant shall be responsible to fund the entirety of such Excess Project Costs.

For the avoidance of doubt, the Project Budget as defined herein shall not commit any payment from GOSR to DASNY in connection with the Project. All payments from GOSR to DASNY in connection with the Project shall be made pursuant to the Executed Work Order(s) for the Project, duly executed pursuant to the DASNY SRA.

B. Construction Change Order Contingency

In the event that DASNY receives a request for change order(s), the total of which surpasses the amount formulated in the Project Budget as a contingency set aside for same, DASNY shall notify the GOSR and the Participant of the existence of such a request. Thereafter, the Parties shall meet to determine why the limit has been reached and the probable amount of additional funds that may be required to complete the Project or reductions in the scope of the Project necessary to keep the Project Costs within the Project Budget. With respect to any proposed amendments to the Project Budget for the Project, DASNY shall review such proposed amendment and provide GOSR and the Participant with its recommendation with respect to same. GOSR shall deliver to DASNY its written approval or rejection with respect to any such amendment, in accordance with the provisions of Articles IV(A) and XIII hereunder.

C. Claims

GOSR shall make funding available to DASNY to cover all reasonable costs associated with all design and/or construction claims and all reasonable costs of DASNY's defense of all design and/or civil construction contract claims and reasonable costs of civil litigation, including without limitation the costs of adjudication and/or settlement of said claims and/or litigation against DASNY with respect to the Project, including but not limited to attorneys' fees, consultant and expert witness fees and any judgments rendered against DASNY ("Defense Costs"). DASNY must provide the GOSR General Counsel written notice of the construction contract claim and/or litigation naming DASNY as a party thereto within 60 days after DASNY's receipt of notice of said claim or litigation. The GOSR General Counsel shall have the right to consult with DASNY's General Counsel regarding DASNY's engagement of any outside counsel.

DASNY will provide GOSR's General Counsel with a projected annual litigation budget for each matter. The GOSR General Counsel may approve or request modifications to this budget, and shall periodically monitor compliance with this approved budget. The GOSR General Counsel shall receive monthly updates from DASNY on the progress of the litigation and shall have authority to approve any and all settlements. All invoices or requests for payment shall be reviewed for cost reasonableness in accordance with HUD requirements.

Upon the conclusion of any such action, proceeding or lawsuit, should a court of competent jurisdiction make final binding determination of responsibility which allocates

responsibility to DASNY, or DASNY's officers or employees for its or their grossly negligent acts or their grossly negligent failure to act or willful misconduct, DASNY agrees that GOSR's obligation to fund all costs associated with construction claims and litigation as described hereinabove shall not apply to the portion of any money judgment or other liabilities for which DASNY or DASNY's officers, agents or employees are found responsible allocated to such gross negligence or willful misconduct. To the extent that DASNY elects to appeal such a determination, DASNY and GOSR shall consult as to funding for such an appeal.

In the event that DASNY, with the approval of GOSR, brings a claim against a third party, GOSR shall provide DASNY with all amounts necessary to fully fund any and all costs of such action and, to the extent that GOSR fails to provide said funding, DASNY may, in its sole discretion, discontinue the action.

This provision shall not apply to the defense of any criminal matters brought against DASNY, its employees, agents, officers or directors, including but not limited to grand jury investigations.

#### **V. Cooperation and Joint Responsibilities**

The Parties hereby agree to cooperate to the best of their ability with each other and with other involved third parties with respect to resolution of issues involving the Project.

#### **VI. Right of Access**

The undersigned Participant hereby unconditionally authorizes DASNY, HTFC, GOSR and each of their respective employees, agents, consultants, contractors, assigns and/or representatives (collectively, the "Project Managers"), and the U.S. Department of Housing and Urban Development ("HUD") and its employees, agents, assigns, consultants, contractors and/or representatives (together with the Project Managers, the "Assistance Providers") to have the right of access and to enter in and onto the Property for the purpose of performing planning, design, and construction related services and any other NYRCR Program activities at, on, in or under the Property and related to the Project (collectively, the "Authorized Work"), all in connection with the Participant's participation in the NYRCR Program.

#### **VII. Use of Property**

The Participant acknowledges that the Authorized Work is funded, in whole or in part, by HUD CDBG-DR grant funds, and that, as such, the Authorized Work is subject to certain Federal statutory and regulatory requirements, including but not limited to the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*), 24 C.F.R. Part 570, and various waivers and alternative requirements published by HUD in the Federal Register. In accordance with applicable requirements, the Participant shall not change the current use or dispose of the Property until at least five (5) years following the closeout of the CDBG-DR grant funding the Authorized Work. If the Participant wishes to change the current use or



dispose of the Property prior to the expiration of that period, the Participant shall immediately notify GOSR, or their successors, and these parties shall confer regarding the proper course of action. In no event may the Participant change the current use or dispose of the Property prior to the expiration of the aforementioned five-year period without the prior written consent of GOSR, which GOSR may grant or withhold in its sole and absolute discretion. The Participant expressly acknowledges that a change in use or disposition of the Property may require the repayment of funds expended for the Authorized Work, and agrees to make any such repayment required by its change in use or disposition of the Property. This provision shall indefinitely survive the termination, for any reason, of this Agreement, until the expiration of the five-year period referenced in this provision.

**VIII. Duplicate Funds**

The Participant shall immediately notify GOSR, or their successors, if additional funds or in-kind assistance, from any source, related to the scope of the Authorized Work are made available to the Participant. This provision shall indefinitely survive the termination, for any reason, of this Agreement.

**IX. Indemnification**

The Participant shall and hereby agrees to hold harmless, defend (with counsel acceptable to GOSR and DASNY) and indemnify GOSR and DASNY and each and all of their respective successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the actions of the Participant, or the Participant's failure to act, in connection with the Project in accordance with the terms of this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the Participant to indemnify and reimburse GOSR and DASNY for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in GOSR's and/or DASNY's enforcement of this Agreement or any portion thereof against the Participant or otherwise arising in connection with the Participant's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

**X. Insurance**

DASNY hereby agrees to insert language as follows into the contractor's insurance requirements set forth in its contract: "The Contractor shall defend, indemnify and save harmless DASNY, the State of New York, New York State Housing Trust Fund Corporation and the Participant, and when applicable, their respective representatives, construction manager, servants and employees from any and all claims of subcontractors, material men, or the employees thereof, arising out of or in connection with the work."

The Participant shall name DASNY, New York State, the New York State Housing Trust Fund Corporation, and any other Assistance Providers as additional insureds on all insurance policies related to the Property until the completion of the Project. If the Participant is self-insured, the Participant shall indemnify, defend, and hold harmless the Assistance Providers to the same extent as if the Assistance Providers were named insureds under the self-insurance policies or, if no self-insurance policies exist, to the broadest extent permitted under applicable law. This provision shall survive indefinitely the termination, for any reason, of this Agreement.

**XI. National Flood Insurance Program**

To the extent applicable, if the Property is located in the 100 year flood plain, the Participant shall purchase and maintain flood insurance, in accordance with federal law, and to provide documentation of same. The Participant understands that, under federal law, flood insurance must be maintained for the life of the Property and that, in the event of a transfer of the Property, the Participant is required, on or before the date of transfer, to notify the transferee in writing, in documents evidencing the transfer of ownership of the Property, of the requirements to obtain and maintain flood insurance in perpetuity in accordance with federal law. This provision shall indefinitely survive the termination, for any reason, of this Agreement.

**XII. Nondiscrimination**

The Participant shall not discriminate against any person or business for employment based on race, color, religion, national origin, disability or family status. The Participant shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), the Age Discrimination Act of 1965 (42 USC § 6101 *et seq.*), Section 504 of the Vocational Rehabilitation Act of 1963 (29 USC § 794), and Section 109, Title I of the Housing and Community Development Act of 1974, as amended. This provision shall indefinitely survive the termination, for any reason, of this Agreement.

**XIII. Notices**

Any notices or approvals required or permitted to be given hereunder shall be (i) personally delivered, (ii) given by mail, postage prepaid, return receipt requested, or (iii) by email. All notices and approvals shall be in writing and shall be deemed given, in the case of notice or approval by personal delivery, upon actual delivery, and in the case of appropriate mail or email, upon receipt by DASNY, GOSR and/or the Participant, as the case may be. The individuals listed below as the recipient of notices or approvals for the Participant shall also serve as the Participant's representatives on matters requiring action by the Participant designated representatives as such matters are so described in this Agreement.

Notices to the Participant shall be addressed to:

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COMMISSIONER  
DEPT. OF PARKS & RECREATION  
200 NO. FRANKLIN STREET  
HEMPSTEAD, NY 11550-1390

With a copy to:

COUNSEL TO COMMISSIONER  
DEPT. OF PARKS & RECREATION  
200 NO. FRANKLIN STREET  
HEMPSTEAD, NY 11550-1390

Notices to GOSR shall be addressed to:

GOVERNOR'S OFFICE OF STORM RECOVERY  
ATTN: DANIEL GREENE, GENERAL COUNSEL  
25 BEAVER STREET, 5<sup>TH</sup> FL  
NEW YORK, NEW YORK 10004  
Daniel.greene@stormrecovery.ny.gov

With a copy to:

GOVERNOR'S OFFICE OF STORM RECOVERY  
ATTN: NATALIE WRIGHT, DEPUTY EXECUTIVE DIRECTOR  
25 BEAVER STREET, 5<sup>TH</sup> FL  
NEW YORK, NEW YORK 10004  
Natalie.wright@stormrecovery.ny.gov

Notices to DASNY shall be addressed to:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
MANAGING DIRECTOR OF CONSTRUCTION  
515 BROADWAY  
ALBANY, NEW YORK 12207

With a copy to its General Counsel at:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
GENERAL COUNSEL  
515 BROADWAY  
ALBANY, NEW YORK 12207

#### **XIV. Termination**

- A. This Agreement may be terminated at any time upon mutual written agreement of the Parties hereto.

- B. The Agreement may be terminated by GOSR for cause upon the failure of DASNY to comply with the material terms and conditions of this Agreement and to cure the noncompliance within the time specified below, provided that GOSR shall give DASNY written notice specifying DASNY's failure not less than thirty (30) days prior to the date upon which termination shall become effective. Such written notice shall be delivered in accordance with Article XIII. The date of such notice shall be deemed to be the date the notice is received by DASNY established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by DASNY, if the notice is delivered by hand. Such termination shall be effective thirty (30) days after receipt of such notice by DASNY, established by the receipt returned or granted, if DASNY fails to cure the noncompliance within such thirty (30) day period; or, if the noncompliance is of such a nature that it cannot, with due diligence, be cured completely within such thirty (30) day period, DASNY does not commence within such thirty (30) day period, or after commencing, does not diligently prosecute to completion, the cure of such noncompliance. In the event that such diligent prosecution extends beyond thirty (30) days from receipt of the notice of termination and subsequently is not prosecuted to completion, GOSR may terminate the Agreement effective immediately upon written notice delivered as herein provided. In the event of termination by GOSR pursuant to this subsection (B), GOSR shall pay DASNY all Project Costs (only to the extent below the Project Budget) incurred prior to the effective date of termination or arising from termination, including but not limited to DASNY fees arising from termination of the Contract Documents awarded prior to termination of this Agreement. In the event of termination by GOSR pursuant to this subsection (B), DASNY agrees not to award any new Contract Documents and to minimize Project Costs and other costs and expenses (including those related to rendering safe and closing the Project site) arising after receipt by DASNY of the notification of termination.
- C. The Agreement may be terminated by DASNY for cause upon the failure of GOSR to comply with the material terms and conditions of this Agreement and to cure the noncompliance within the time specified below, provided that DASNY shall give GOSR written notice specifying GOSR's failure not less than thirty (30) days prior to the date upon which termination shall become effective. Such written notice shall be delivered via registered or certified mail, return receipt requested, or shall be delivered by hand with receipt granted by GOSR. The date of such notice shall be deemed to be the date the notice is received by GOSR established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by GOSR, if the notice is delivered by hand. Such termination shall be effective thirty (30) days after receipt of such notice by GOSR, established by the receipt returned or granted, if GOSR fails to cure the noncompliance within such thirty (30) day period; or, if the noncompliance is of such a nature that it cannot, with due diligence, be cured completely within such thirty (30) day period, GOSR does not commence within such thirty (30) day period, or after commencing, does not diligently prosecute to completion, the cure

of such noncompliance. In the event that such diligent prosecution extends beyond thirty (30) days from receipt of the notice of termination and subsequently is not prosecuted to completion, DASNY may terminate the Agreement effective immediately upon written notice delivered as herein provided. In the event of termination by DASNY pursuant to this subsection (C), GOSR shall pay DASNY all Project Costs (only to the extent below the Project Budget) incurred prior to the effective date of termination or arising from termination, including but not limited to DASNY's fees arising from termination of the Contract Documents awarded prior to termination of this Agreement. In the event of termination by DASNY pursuant to this subsection (C), DASNY agrees not to award any new Contract Documents after receipt by GOSR of the notification of termination and to minimize costs and expenses (including those related to rendering safe and closing the Project site).

- D. The payment to DASNY by GOSR of any Project Costs pursuant to this Article XIV shall not be construed as a waiver of any of GOSR's rights under this Agreement or of any of GOSR's claims against DASNY, its contractors and subcontractors, and shall have no prejudicial effect on GOSR's enforcement of such rights or prosecution of such claims.
- E. In the event that either GOSR or DASNY terminates this Agreement for cause, GOSR and the Participant shall work in good faith to pursue alternative methods of implementation of the Program Plan, to the extent practicable and to the extent such alternative methods do not exceed the Project Budget.

**XV. Amendments to this Agreement**

This Agreement may not be changed or modified orally, but only by an agreement in writing and signed by the all Parties.

**XVI. Laws of New York State**

This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude any Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the state courts or Federal District Courts of New York. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

**XVII. Provisions Required by Law Deemed Inserted**

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Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed inserted therein and this Agreement shall be read and shall be enforced as though so included therein.

**XVIII. Compliance with Laws, Rules and Regulations**

The Parties shall comply fully with all applicable laws, rules and regulations.

**XIX. Assignment**

Neither DASNY, GOSR, nor the Participant shall assign this Agreement without prior written consent of the other Parties.

**XX. Waiver**

Failure on the part of any of the Parties to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

**XXI. Independent Contractor**

It is mutually understood and agreed by the Parties that an independent contractor relationship be hereby established under the terms of this Agreement and that DASNY and any employees of DASNY are not, nor shall they be deemed to be, employees of GOSR or the Participant.

**XXII. Severability**

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XXIII. Entire Agreement**

This Agreement constitutes the sole and complete agreement and understanding of the Parties with respect to the rights granted herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein.

**XXIV. Executory Clause**

The Parties recognize and acknowledge that the obligations of GOSR and the Participant under this Agreement are subject to administration of the CDBG-DR program by the United States Department of Housing and Urban Development and all CDBG-DR funds are subject to audit, disallowance, and repayment as set forth in the DASNY SRA. Therefore, this Agreement shall be deemed executory only to the extent of the CDBG-DR

funds available. GOSR shall have no liability under this Agreement beyond CDBG-DR funds in the Project Budget available for payment pursuant to the Executed Work Order(s).

**[remainder of this page intentionally left blank]**

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IN WITNESS WHEREOF, this Agreement has been duly executed the date and year first written above.

**GOVERNOR'S OFFICE OF STORM RECOVERY**

By: \_\_\_\_\_  
Name:  
Title:

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
Name:  
Title:

**DORMITORY AUTHORITY OF THE  
STATE OF NEW YORK**

By: \_\_\_\_\_  
Name:  
Title:

Approved as to form & content  
*[Signature]*  
Deputy County Attorney  
Dated 1/25/17

**APPROVED**  
*[Signature]*  
Commissioner  
Dept.-Parks & Recreation  
Date 1/26/17





**ANDREW M. CUOMO**  
Governor

**LISA BOVA-HIATT**  
Executive Director

**NY Rising Community Reconstruction Program  
DUPLICATION OF BENEFITS QUESTIONNAIRE**

**Program Participant:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

Federal regulations require a duplication of benefits (DOB) analysis for projects receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) support to ensure that the Program Participant does not receive more funds for a project than are needed. The Program Participant must report all assistance they have received for a project from such sources as insurance, Small Business Administration (SBA), Federal Emergency Management Agency (FEMA), and other local, State, or Federal programs, and private or nonprofit charitable organizations. Any funds received from these sources for this project must be considered when the amount of the CDBG-DR grant is determined. While inclusion in a long-term capital plan does not constitute a DOB, if a project has been included in the Program Participant's annual budget, it may be considered a DOB. CDBG-DR is a funding source of last resort, and should funds become available for a project in the future such that some or all of the CDBG-DR funds budgeted for the project would constitute a duplication of benefits, those CDBG-DR funds will be disallowed or, if outlaid, must be returned to the Governor's Office of Storm Recovery (GOSR). Please consult with GOSR staff if you have any questions regarding whether a potential DOB exists. Please use the chart below to describe funds the Program Participant has received and/or committed for the project.

**FUNDS RECEIVED OR BUDGETED FOR THE PROJECT**

<b>SOURCE OF FUNDS</b>	<b>Amount received for the project</b>	<b>Additional funds expected</b>
FEMA		
Other Federal Agencies (Describe)		
State Agencies		

Budgeted Program Participant Funds (Annual Budget)		
Private Insurance		
National Flood Insurance		
Nonprofit Organizations (Describe)		
Other Funds (Describe)		
TOTAL		

**Documents Needed:**

Along with this form, please provide documents that show the amounts received for the project from each source listed above. Note: All documents, including Program Participant budgets, must be retained and produced for review at the request of GOSR or HUD.

**CERTIFICATION:**

I certify that the information provided in this questionnaire is true and accurate to the best of my ability. I understand that if this information is not correct, it may affect the amount of any grant I may receive or may lead to the recapture of disbursed funds by GOSR and/or HUD.

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Printed Name of Authorized Certifying Official

\_\_\_\_\_  
Date

**WARNING:** The information provided on this form is subject to verification by the State of New York and the Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION RESCINDING AWARD RESOLUTION NUMBER 1719-2016  
AND AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT  
AT VARIOUS TOWN PARKS, PW #48-16**

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the Asbestos Abatement at Various Town Parks, NY, and on October 18, 2016 received bids from the following six companies:

<u>Contractors</u>	<u>Total Bid</u>
JBH Environmental Inc. 116 Kean Street West Babylon, NY 11704	\$31,850.00
Unitech Service Group Inc. 241 N Fehr Way Bayshore, NY 11706	\$48,600.00
US Environmental Abatement 37-31 57 <sup>th</sup> Street Woodside, NY 11377	\$49,500.00
Fiber Control Inc. 3010 Burns Ave. Wantagh, NY 11793	\$58,500.00
Branch Services 119 Gary Way Ronkonkoma, NY 11779	\$66,500.00
Atco Contracting Group Inc. 34-52 11 <sup>th</sup> Street Long Island City, NY 11105	\$168,000.00

and

WHEREAS, Resolution Number 1719-2016 awarded this bid to the low bidder JBH Environmental Inc., in the sum of \$31,850.00, and

WHEREAS, JBH Environmental Inc. was unable to comply with the insurance requirements set forth in the Asbestos Abatement Contract resulting its proposal being deemed abandoned and JBH Environmental has accordingly withdrawn its bid pursuant to a letter dated January 9, 2016.

NOW, THEREFORE, BE IT

RESOLVED, that Resolution number 1719-2016 is hereby rescinded in its entirety;  
and

Item # 21

Case # 16905

BE IT FURTHER

RESOLVED, that the bid of Unitech Service Group Inc. 241 N. Fehr Way, Bayshore, NY 11706, in the amount of \$48,600.00 and constituting the next lowest bid for the Contract for Asbestos Abatement at Various Town Parks, be accepted subject to the execution of a contract by it; and

BE IT FURTHER

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

BE IT FURTHER

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

BE IT FURTHER

RESOLVED, that the Supervisor be and hereby is authorized to make payments under the contract executed by the successful bidder from TOH Account numbers as follows:

\$36,868.25 from account number 7932-509-7932-5010 and  
\$11,731.75 from account number 799A-509-799A-5010

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AMENDING CONTRACT AND AUTHORIZING  
FINAL PAYMENT FOR THE TENNIS COURT REHABILITATION AT  
SEAMAN'S NECK PARK, SEAFORD, NY, PW #62-15

WHEREAS, the Town Board on March 29<sup>th</sup>, 2016, adopted Resolution No. 468-2016, awarding a contract to Pioneer Landscaping & Asphalt Paving Inc., 168 Townline Road, Kings Park, NY 11754 for the Tennis Court Rehabilitation at Seaman's Neck Park, Seaford, NY in the amount of \$217,460.00; and

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

Additional Item of Work		
Change Order No.	Description	Amount
1.	Cost of labor and materials to remove bad soil and underlayment, and replace with blended soil material.	\$7,497.80
2.	Cost of labor and materials to Add line striping for pickle ball on tennis court surface.	\$1,800.00

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

WHEREAS, the Commissioner of the Department of Parks and Recreation has advised the Town Board that the additional items of work will result in an increase of \$9,297.80 in contract price; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to pay Pioneer Landscaping & Asphalt Paving, Inc. the final contract price of \$226,757.80 and to amend the contract price to reflect the above described additional items of work, necessary for the proper completion of the contract for the Tennis Courts Rehabilitation at Seaman's Neck Park, Seaford, NY is to be paid from Account Number 8648-509-8648-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

22

Case #

16905

CASE NO.

RESOLUTION NO.

Adopted:

Councilman

offered the following resolution

and moved its adoption:

**RESOLUTION ACCEPTING BID FOR  
MAINTENANCE, REPAIR & TESTING OF SYNTHETIC  
TURF FIELDS THROUGHOUT THE TOWN OF HEMPSTEAD  
CONTRACT #12-2017, STARTING UPON DATE OF AWARD  
AND ENDING ONE YEAR THEREAFTER**

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the Maintenance, Repair & Testing of Synthetic Turf Fields throughout the Town of Hempstead, and

WHEREAS, the sole bidder, The LandTek Group, Inc. has submitted rates for requested items as follows:

Approx. Quantity	Item	Unit Price	Total Price
1) 5SF	Synthetic Turf Repair	\$47.50	\$237.50
2) 5,000SF	Maintenance for Synthetic Turf	\$0.07	\$350.00
3) 1EA	G-Max Testing	\$450.00	\$450.00
4) LS	Force Account Work	\$1,500.00	\$1,500.00
5) 5,000SF	Antimicrobial Treatment	\$0.03	\$150.00

and

WHEREAS, the Department of Parks & Recreation has reviewed the bid and feels it would be in the best interest of the Town to award the contract to the sole bidder, The LandTek Group, Inc.,

NOW, THEREFORE, BE IT

RESOLVED, that the bid from The LandTek Group, Inc. be accepted and approved for the term of one (1) year; and

BE IT FURTHER

RESOLVED, that the Supervisor be, and is hereby, authorized to make payments under the contract executed by the successful bidder from Account Number 400-007-7110-4640.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NAYS:

Item #

23

Case #

16905

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING PURCHASE CONTRACT #72-2016 FOR THE YEARLY REQUIRMENTS FOR THE TRANSFER AND/OR ACCEPTANCE AND DISPOSAL OF MATTRESSES COLLECTED BY THE TOWN OF HEMPSTEAD

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for the Transfer and/or Acceptance and Disposal of Mattresses Collected by the Town of Hempstead; and

WHEREAS, said bids were received and opened on October 27, 2016; and

WHEREAS, Renewable Recycling, Inc., 510 Ocean Avenue, East Rockaway, New York 11518 was the sole bidder with the following bid:

Item 1 - Acceptance and disposal of mattresses delivered directly to Contractor's facility. Only locations in the Town of Hempstead or within fifteen (15) miles of the Town boundary will be accepted.  
\$80.00 per ton

Item 2- Removal and disposal of mattresses from the Merrick Transfer Station to Contractor's facility.  
\$120.00 per ton

WHEREAS, the Department of Sanitation did negotiate with sole bidder for a reduction in price for both item 1 and 2; and

WHEREAS, the sole bidder was able to offer a reduction in price on Item 1 to \$40.00 per ton, however, was unable to offer a reduction on Item 2; and

WHEREAS, the initial term of the award shall be upon award of the contract to December 31, 2017 which will constitute Year 1 for purposes of the contract; and

WHEREAS, at the Town's sole option the contract may be extended upon m for two additional years in one year increments, however, contractor must agree to said extension; and

WHEREAS, the Commissioner of Sanitation recommends said bid is in the public interest with respect to Item 1 of the bid; and

WHEREAS, the Commissioner of Sanitation recommends that Item 2 of the bid not be awarded;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor, be and is hereby authorized to award Purchase Contract #72 - 2016 for the Yearly Requirements for Transfer and/or Acceptance and Disposal of Mattresses Collected By the Town of Hempstead to Renewable Recycling, Inc., 510 Ocean Avenue, East Rockaway, New York 11518 for Item 1 solely; and

Item #

24

Case #

17083

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract shall be paid out of Refuse Disposal District Other Disposal Fees Account #301-006-0301-4590.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )  
\* \* \* \* \*



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, Emerson Process Management Power & Water Solutions, Inc. in a proposal dated December 13, 2016 has offered to provide System Support Services for the Department's SCADA and Security System for a yearly charge of \$13,600.00 covering the period of January 1, 2017 to December 31, 2017; and

WHEREAS, Emerson Process Management Power & Water Solutions, Inc. in their proposal has also agreed to provide Open Enterprise and ControlWave Application/Support Services at a standard time rate of \$159.00 per hour, an overtime rate of \$303.00 per hour and a Sunday & Holiday rate of \$377.00 per hour. Travel time will be charged additionally at an hourly rate of \$131.00 and mileage at a rate of \$0.61 per mile. Expenses will be charged at cost plus 10%; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor hereby is authorized on behalf of the Department of Water to accept the proposal submitted by Emerson Process Management Power & Water Solutions, Inc., 200 Beta Drive, Pittsburgh, PA 15238, dated December 13, 2016, and to make payment of \$13,600.00 for the period January 1, 2017 to December 31, 2017 from Department of Water Account 500-006-8310-4030.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

25

Case #

22356



Emerson Process Management  
Power & Water Solutions  
200 Beta Drive  
Pittsburgh, PA 15238

December 13, 2016

John Reinhardt  
Town of Hempstead  
1995 Prospect Avenue  
East Meadow, NY 11554

Subject: Software Support Contract Renewal for 2017  
Emerson Process Management Power & Water Solutions, Inc.  
Offer No. WAS-AM-17DM0331

Dear Mr. Reinhardt,

Emerson Process Management Power & Water Solutions, Inc. is pleased to submit this offer to Town of Hempstead for 2017 Maintenance Support Renewal. The contract will cover the period January 01, 2017 to December 31, 2017 and subject to attached Support and Services Contract.

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

Sincerely,

*Diego Mora / Roger Labrecque*

Emerson Process Management  
Power & Water Solutions, Inc.

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

**Software Support and Services Contract**

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

**WITNESSETH**

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

**I. Scope of Work**

Emerson will sell to the Purchaser and Purchaser will buy from Emerson the Software Support and/or Services as set forth in Emerson's offer WAS-AM-17DM0331 dated December 13<sup>th</sup>, 2016 and Schedule A (attached hereto).

**II Definitions**

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

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

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

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

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

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

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

**III. Price**

The Contract price is \$13,600.00

**IV. Terms of Payment**

Emerson shall invoice Purchaser for the total Contract price within 30 days from the date of this Contract. For

subsequent years, the invoices for annual payments will be issued on the Contract renewal date. Payment(s) is due and payable net 30 days from the date of each invoice.

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

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

**V. Termination**

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

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

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

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

Contract and recoveries of Purchaser and Emerson shall be determined by mutual agreement.

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

#### VI. Taxes

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

#### VII. Force Majeure

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

#### VIII. Warranties

##### 1. Software Support

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

provided by the original software/ equipment manufacturer.

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

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

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

##### 2. Equipment and Services

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

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

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

longer. Any Service provided pursuant to this Contract is warranted to the end of the term of this Contract or for 90 days from completion the Service, whichever is longer.

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

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

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

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

#### **IX. Limitation of Liability**

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

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

#### **X. Governing Law**

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

#### **XI. Survival**

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

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

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

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

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

exclusively by Emerson's and/or third party owner's applicable license terms.

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

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

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

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

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

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

### **XV. Emerson Personnel**

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

### **XVI. Exclusions**

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

### **XVII. Scope Changes**

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

### **XVII. Assignment Clause**

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

### **XIX. Entire Agreement**

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

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

TOWN OF HEMPSTEAD

EMERSON PROCESS MANAGEMENT  
POWER & WATER SOLUTIONS, INC.

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

BY: [Signature]

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

Title: Vice President

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

Date: 1/6/17

Attachments

- 1. Emerson Offer # WAS-AM-17DM0331 dated December 13<sup>th</sup>, 2016
- 2. Schedule A

**APPROVED AS TO CONTENT**

[Signature]  
**COMMISSIONER**  
**WATER DEPARTMENT**  
 DATE 1/12/17

compliant w/ GML 103

compliant w/ TOH Guidelines

not subject to GML or Guidelines

[Signature]  
 Director of Purchasing 1/23/2017  
 DEPUTY TOWN COMPTROLLER

**APPROVED**

By [Signature] Date 1/20/17  
[Signature] 1/20/17  
**KEVIN R. CONROY, CPA**  
**TOWN COMPTROLLER**

**APPROVED AS TO FORM**

[Signature]  
**CHARLES O. HEINE**  
**SENIOR DEPUTY TOWN ATTORNEY**  
 DATE 1/19/17

**SCHEDULE "A"**

**LICENSED SOFTWARE PRODUCT LIST**

For: Town of Hempstead

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

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

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



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

**10. Additional Labor Services**

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

Description	Rate
Service Engineer - Standard Time (hour)	\$ 159.00
Service Engineer - Overtime (hour)	\$ 303.00
Service Engineer - Sunday & Holiday (hour)	\$ 377.00
Travel Time (hour)	\$ 131.00
Mileage (mile)	\$ 0.61
Expenses	Cost + 10%

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

**❖ Optional Virtual Training**

Virtual Training for almost the entire ControlWave catalog is available according to published schedule or alternately by customer request. With Virtual Training, a student is located anywhere and communicates with a live trainer and other students in the class via online web. A laptop computer, software and ControlWave Micro will be supplied for this course. This type of training is conducted online with a username and password, and features a live instructor and real time classmates. This training reduces the travel time and cost of traditional training, which we know is difficult in some cases. You can review a promo video of the virtual courses here: <https://emersonprocess.adobeconnect.com/p11116600/>. Costs for this training range from \$1,850. to \$3,400. Depending upon course content and length. These training costs are not included in this specific offer unless requested.

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF INFORMATION AND TECHNOLOGY TO ACCEPT A PROPOSAL FROM GARTNER, INC. FOR ENTERPRISE RESOURCE PLANNING (ERP) STRATEGY DEVELOPMENT AND SYSTEM INTEGRATOR SELECTION.

WHEREAS, the Commissioner of Information and Technology received a proposal for ERP strategy development and system integrator selection; and

WHEREAS, it necessary to replace our current General Ledger (LGFS) and Payroll System (Genesys) for financial management as it is reaching the end of its useful life and the desire to include an integrated Human Resource System; and

WHEREAS, Gartner, Inc., with an office at 56 Top Gallant Road, Stamford, CT 06904, has vast industry knowledge and experience and is deemed to be highly qualified to provide said service for the Town of Hempstead; and

WHEREAS, Gartner, Inc. has submitted a proposal for Enterprise Resource Planning (ERP) strategy development and system integrator selection for a sum of \$1,292,261.00; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the proposal by Gartner, Inc., with an office at 56 Top Gallant Road, Stamford, CT 06904 for the purpose of Enterprise Resource Planning (ERP) strategy development and system integrator selection, be accepted and approved; and

BE IT FURTHER RESOLVED, that the Commissioner of Information and Technology be and hereby is authorized to accept the proposal from Gartner, Inc., 56 Top Gallant Road, Stamford, CT 06904 with said fees to be charged \$400,000 from account 7779-501-7779-5010 and \$892,261 from account 7993-501-7993-5010

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

14301

Adopted

offered the following resolution and moved it's adoption as follows:

RESOLUTION ACCEPTING A LICENSE AGREEMENT WITH AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (ASCAP) TO COMPLY WITH THE COPYRIGHT LAWS FOR ALL DEPARTMENTS IN THE TOWN OF HEMPSTEAD FOR THE MUSIC TO THE PUBLIC FOR A PERIOD OF 1 YEAR, FROM 1/1/17-12/31/17

WHEREAS, American Society of Composers, Authors and Publishers (ASCAP), PO Box 331608-7515, Nashville, TN 37203, has submitted a license agreement to comply with the Federal Copyright Laws for \$6178.00 annually; which is on file in the Office of the Town Clerk in the Town of Hempstead; and

WHEREAS, the said license agreement is found to be in the public interest and the rate of the aforesaid license agreement is deemed to be fair and responsible; and,

NOW, THEREFORE, BE IT

RESOLVED, that the proposed license agreement with American Society of Composers, Authors and Publishers (ASCAP), for the all departments in the Town of Hempstead be accepted; and BE IT FURTHER

RESOLVED, that the Supervisor be and is hereby authorized to accept said proposal by American Society of Composers, Authors and Publishers (ASCAP) for \$6178.00 annually, which is filed in the Office of the Town Clerk in the Town of Hempstead, and that payment of \$6178.00 annually to American Society of Composers, Authors and Publishers (ASCAP) be made from the General Fund Undistributed Account # 010-012-9000-4151, Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES :

NOES :

Item # 27

Case # 27265

## LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

**Agreement**

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at  
2 Music Square West, Nashville, TN 37203

and Town Of Hempstead

("LICENSEE"), located at

1 WASHINGTON STREET HEMPSTEAD NY 11550

as follows:

### 1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing January 1, 2017, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

### 2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
  - (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).  
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
- (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
  - (ii) by or at colleges and universities;
  - (iii) at any professional sports event or game played on the Premises;
  - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
  - (v) by any symphony or community orchestra;
  - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

### 3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE'S population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
  - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
  - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

### 4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE'S population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
  - (ii) the name of the attraction(s) appearing;
  - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
  - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE'S place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE'S Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

**5. Breach or Default**

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

**6. Interference in Operations**

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP'S operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

**7. Non-Discrimination**

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

**8. Notices**

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

LICENSEE Town Of Hempstead

By *Michelle Wright*

By \_\_\_\_\_

TITLE \_\_\_\_\_

**APPROVED**

By Mo Date 11/9/17

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)

**KEVIN R. CONROY, CPA  
TOWN COMPROLLER**

compliant w/ GML 103

compliant w/ TOH Guidelines

not subject to GML or Guidelines

*Michael Pappas*  
Commissioner  
Dept.-Parks & Recreation  
Date 11/4/17

*[Signature]* Approved: 11/9/17  
Director of Purchasing

**APPROVED AS TO FORM**  
*Charles B. Heine*  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 11/2/17

*[Signature]*  
**Theresa E. Gaffney**  
**Executive Assistant**  
Dated: 11/29/17


**LOCAL GOVERNMENT ENTITIES**  
**2017 Rate Schedule and Report Form**

Account No.: 500638856

Premise Name: Town Of Hempstead; HEMPSTEAD, NY

Report Due: 12/30/2017

**SCHEDULE A: Base License Fee**

Population Size			Base License Fee
1	to	50,000	\$341.00
50,001	to	75,000	\$680.00
75,001	to	100,000	\$818.00
100,001	to	125,000	\$1,091.00
125,001	to	150,000	\$1,363.00
150,001	to	200,000	\$1,772.00
200,001	to	250,000	\$2,180.00
250,001	to	300,000	\$2,590.00
300,001	to	350,000	\$2,999.00
350,001	to	400,000	\$3,408.00
400,001	to	450,000	\$3,814.00
450,001	to	500,000	\$4,226.00
500,001	Plus***		\$5,178.00

\*\*\* \$5,178.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$68,140.00

**SCHEDULE B: Special Events**

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

**SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys**

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$341.00

**License Fee for Year 2018 and Thereafter**

For each calendar year commencing 2018, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.


**LOCAL GOVERNMENT ENTITIES**  
**2017 Rate Schedule and Report Form**

Account No.: 500638856

Premise Name: Town Of Hempstead; HEMPSTEAD, NY

Report Due: 12/30/2017

**SCHEDULE A: Base License Fee** (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

**Population Size:** ----  
 (Per current U.S. Census Data)

**Base License Fee:** \_\_\_\_\_  
 (Please refer to attached Rate Schedule)

**SCHEDULE B: Special Events\*** (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____

\*\*"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

\*\*\*"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)  
 Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

Report Form Continued On Reverse Side





ASCAP

### DISCLOSURE STATEMENT

This is notice that, in compliance with Sec. 31.04.2 of the New York Arts and Cultural Affairs Law:

- (1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and terms of royalties under that contract;
- (2) At your request, you have the opportunity to review the most current available list of the members of ASCAP;
- (3) ASCAP will make available, upon your written request (or that of bona fide trade associations representing groups of proprietors as defined by the statute), and at your (or the trade association's) sole expense, by electronic means or otherwise, the most current available listing of the copyrighted musical works in the ASCAP repertory;
- (4) ASCAP has a toll-free telephone number, 1-800-450-4223, which you can use to inquire regarding specific musical works and the copyright owners represented by ASCAP; and
- (5) ASCAP complies with federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of royalties and the circumstances under which licenses for rights for public performances are offered to any proprietor.

You may obtain *gratis* the most current available list of ASCAP's members by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, Attention: John Johnson.

Information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of ways. Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, [www.ascap.com](http://www.ascap.com) (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, One Lincoln Plaza, New York, NY 10023, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, attn: John Johnson. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to us for information as to specific works: (800) 95-ASCAP; or, at our New York address, attn: Repertory Dept. -- Clearance Section.



PO BOX 331608  
Nashville, TN 37203-7515  
Attn: Account Services  
Phone: 1-800-505-4052  
Fax: 1-615-691-7795

Amy Rosen  
Town Of Hempstead  
200 N Franklin St Unit D  
Hempstead, NY 11550-1331

Re: Town Of Hempstead  
Town Of Hempstead  
1 WASHINGTON STREET  
HEMPSTEAD, NY 11550

If You Have Already Made Payment, Please Disregard This Invoice.  
In Case Of Error In Amount Of Bill Or Payment, Contract Terms Shall Govern.

ACCOUNT NO.	BILLING DATE	CURRENT	PAST DUE	BALANCE DUE
500638856	12/20/2016	\$6,178.00	\$0.00	\$6,178.00

CONTRACT RATE
\$6,178.00

Charges per applicable operating policy and rate schedule "copies available on request".

IMLA

ASCAP REFERENCE NO.	TRANSACTION DATE	CHECK NO.	EXPLANATION OF CHARGES & CREDITS	FOR THE PERIOD	AMOUNT	REMAINING BALANCE
100004592913	12/20/2016	-	PREVIOUS BALANCE License Fee	01/01/2017 to 12/31/2017	\$6,178.00	\$0.00 \$6,178.00

Thank you in advance for your timely payment.  
Securely manage your account on line at [www.ascap.com/mylicense](http://www.ascap.com/mylicense)

APPROVED  
*Michael J. Zook*  
Commissioner

TEAR ON THE DOTTED LINE

Dept. Parks & Recreation

PLEASE PLACE YOUR CUSTOMER ACCOUNT NO. ON ALL CHECKS AND CORRESPONDENCE. PLEASE MAKE CHECK PAYABLE TO "ASCAP".

Date 1/9/17

Town Of Hempstead  
200 N Franklin St Unit D  
Hempstead, NY 11550-1331



ACCOUNT NO.	BALANCE DUE	AMOUNT PAID
500638856	\$6,178.00	\$

95006388565000617800

Name, Address, Telephone Changes

Licensee: \_\_\_\_\_  
Premise: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_

ASCAP  
21678 Network Place  
Chicago, IL 60673-1216

IMLA



B 12/20/2016 A0001\_0000

EX89Y001000157040430000

Case No.

Resolution No.

Adopted:

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

**RESOLUTION APPROVING AND ADOPTING GRANT AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND YOUTH ENVIRONMENTAL SERVICES D/B/A YES COMMUNITY COUNSELING CENTER**

**WHEREAS**, the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") is a Department of the Town of Hempstead engaged in community development pursuant to General Municipal Law Article 15; and

**WHEREAS**, the Department administers grants to assist in programs aimed at assisting residents of communities within the Town on issues affecting youths and their families in crisis due to divorce, separation, death, violence, abuse and other profound struggles of families; and

**WHEREAS**, Youth Environmental Services D/B/A YES Community Counseling Center (Hereinafter "YES") has assumed ownership of the premises located at 152 Center Lane, Levittown, N.Y. 11756 to administer programs which will serve the residents of the Town in the Levittown and Island Trees communities; and

**WHEREAS**, YES was incorporated as a New York not-for-profit organization in 1977 with a stated purpose to provide youths and families with comprehensive programs to assist families to more effectively deal with stress and conflict, to reduce incidents of intra-family violence, and create stability for families in crisis; and

**WHEREAS**, YES operates a program to coordinate a broad range of social service counseling to children, adults and families (Hereinafter "Program") which is aimed at assisting individuals, families and groups in need of services and counseling; and

**WHEREAS**, YES wishes to implement Program in the communities of Levittown and Island Trees; and

**WHEREAS**, approximately thirty eight (38 %) percent of the residents in the communities to be serviced by Program are low to moderate income households; and

**WHEREAS**, The funding of the Program will serve approximately 50 children and family members throughout the year all from low to moderate income households; and

**WHEREAS**, the communities to be serviced by Program are wholly located within unincorporated areas of the Town of Hempstead

**WHEREAS**, Program to be provided by YES falls within the scope of eligible activities described in the Code of Federal Regulations Section 570.201(e) as a public service program and the costs are eligible costs under 24 CFR Sections 570.206 and 570.207(b)(1)(iii) for which CDBG funds may be utilized; and

**WHEREAS**, the total annual budget for Program is \$25,000.00; and

**WHEREAS**, the Town wishes to assist YES in the implementation of Program in the communities of Levittown and Island Trees by providing a Grant in the amount of Twenty Five Thousand Dollars (\$ 25,000.00); and

**WHEREAS**, the Town wishes to assist YES through Federal Community Block Grant Funds available to the Town for such purposes; and

Item # 28  
Case # 13584

**WHEREAS**, YES has executed a Grant Agreement setting forth the terms and conditions of the subject Grant .

**NOW THEREFORE BE IT**

**RESOLVED**, the Grant Agreement signed by YES, is hereby adopted; and

**BE IT FURTHER**

**RESOLVED**, the Twenty Five Thousand Dollar (\$25,000.00) Grant described in the subject Grant Agreement shall be disbursed in accordance with the terms of the subject Grant Agreement; and

**BE IT FURTHER**

**RESOLVED**, the funds necessary to finance the Twenty five Thousand Dollar (\$25,000.00) Grant referred to herein shall be drawn from the appropriate Federal Community Block Grant funds for the appropriate Community Development Block Grant Year; and

**BE IT FURTHER**

**RESOLVED**, the Supervisor is hereby authorized to execute the Grant Agreement which was signed by YES, on the date that this Resolution becomes effective.

The foregoing Resolution was duly adopted upon roll call as follows:

Ayes:

Nayes:

**GRANT AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Hempstead (hereinafter "Town"), located at 200 North Franklin Street, Hempstead, New York 11550, and Youth Environmental Services D/B/A YES Community Counseling Center (hereinafter "YES"), located at 152 Center Lane, Levittown, N.Y. 11756.

**RECITALS**

**WHEREAS**, the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") is a Department of the Town of Hempstead engaged in community development pursuant to General Municipal Law Article 15; and

**WHEREAS**, the Department administers grants to assist in programs aimed at assisting residents of communities within the Town on issues affecting youths and their families in crisis due to divorce, separation, death, violence, abuse and other profound struggles of families; and

**WHEREAS**, YES has assumed ownership of the premises located at 152 Center Lane, Levittown, N.Y. 11756 (Hereinafter "Facility") to administer programs which will serve the residents of the Town in the Levittown and Island Trees communities; and

**WHEREAS**, YES was incorporated as a New York not-for-profit organization in 1977 with a stated purpose to provide youths and families with comprehensive programs to assist families to more effectively deal with stress and conflict, to reduce incidents of intra-family violence, and create stability for families in crisis; and

**WHEREAS**, YES operates a program at the Facility to coordinate a broad range of social service counseling to children, adults and families, including evening hours (Hereinafter "Program") aimed at assisting individuals, families and groups in need of services and counseling; and

**WHEREAS**, YES wishes to implement Program in the communities of Levittown and Island Trees as described in the proposal of YES annexed hereto as Exhibit "A"; and

**WHEREAS**, the total annual budget for the Program in the Levittown and Island Trees communities is \$25,000.00 as more fully set forth in Exhibit "A" annexed hereto; and

**WHEREAS**, the Town wishes to assist YES in the implementation of Program in the communities of Levittown Island Trees by providing a Grant in the amount of \$25,000.00 to be utilized as reimbursement for salaries and fringe to social workers as set forth in the proposed budget annexed hereto as part of Exhibit "A"; and

**WHEREAS**, the Town wishes to assist YES through Federal Community Block Grant Funds available to the Town for such purposes.

**NOW, THEREFORE**, it is agreed between the parties as follows:

1. **Representations**: YES represents the following:
  - (a) It is a not-for-profit Corporation organized and conducting business under the Laws of the State of New York;
  - (b) Approximately thirty eight (38%) percent of the residents in the communities to be serviced are from low to moderate income households;
  - (c) The communities to be serviced by the Program under this Grant Agreement are wholly within the unincorporated portions of the Town of Hempstead;
  - (d) The subject Grant funds will not replace or supplant federal

or non-federal funds that have been appropriated for the purpose of the Program;

(e) The funding of the Program will serve approximately 50 children and family members throughout the year all from low to moderate income households;

(f) It has been authorized by its Board of Directors to enter into this Agreement;

(G) It will implement the Program in the manner set forth in Exhibit "A" annexed hereto.

2. **Plan:** YES shall comply with the cost breakdown of Program as set forth in Exhibit "A."

3. **Grant:** The Town shall grant to YES the sum of Twenty Five Thousand Dollars (\$ 25,000.00), to be utilized as reimbursement for salaries and fringe expenses set forth in the proposed budget annexed hereto as part of Exhibit "A".

4. **Proof of Use of Proceeds:** YES shall furnish to the Town through its Department of Planning and Economic Development copies of all payroll receipts for salary and fringe expenses incurred paid as listed in Exhibit "A" to be reimbursed with the Grant funds in furtherance of the implementation of the Program mentioned herein.

5. **Drug Free Work-Place:** As a condition of this Grant, YES represents that it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Grant.

6. **Conflicts of Interest:** The terms and conditions of 24 C.F.R. 570.611, are hereby incorporated by reference into this Agreement. A copy of 24 C.F.R. 570.611

shall be disseminated by YES to all its employees, officers, directors and vendors involved in the installation and maintenance of the materials, supplies and equipment which is the subject of this Amended Grant Agreement, and YES shall obtain a written acknowledgment of such copy from all vendors.

7. **Code Compliance**: YES will operate and maintain its facility in which the subject Program is to be conducted in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such structures, and immediately comply with all lawful requests of said Agencies.

8. **Indemnification of Town**: YES agrees to indemnify and hold harmless, Town, its officers, agents and employs from any and all liability arising from the Program which is the subject of this Grant Agreement, and from any act, actions or omissions of YES in the administration of the Program which is the subject of this Grant Agreement or in its performance by the terms of this Grant Agreement.

9. **Waiver of Suit**: YES waives its right to institute legal action against the Town for the recovery of damages arising from the performance or nonperformance of any term or obligation contained in this Agreement. Such waiver shall include, but not be limited to, legal proceedings, arbitration proceedings, and mediation proceedings including any claim, counterclaim, cross-claim, or impleader in such proceeding.

10. **Contingent on Town Board Approval**: YES acknowledges and agrees that the terms of this Grant Agreement shall not be binding upon the Town until duly adopted and approved by the Town of Hempstead Town Board.

11. **No Oral Modification**: This Agreement may only be modified by a



writing signed by all parties hereto.

12. **Merger:** All previous discussions and negotiations between the parties are incorporated and merge with this Agreement.

13. **Use of Singular:** The use of a singular term shall be read as a plural term whenever the sense of this Agreement implies it.

14. **Severability:** Should any paragraph contained within this Agreement be deemed a violation of New York Law, such paragraph shall be severed and the remaining paragraphs shall stay in full force and effect.

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

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**ANTHONY SANTINO**  
SUPERVISOR

**YOUTH ENVIRONMENTAL SERVICES  
D/B/A YES COMMUNITY COUNSELING  
CENTER**

By: \_\_\_\_\_  
**JAMIE E. BOGENSHUTZ**  
EXECUTIVE DIRECTOR

**APPROVED**  
By: \_\_\_\_\_ Date: 1/19/17  
\_\_\_\_\_  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

APPROVED AS TO CONTENT  
DATE: 1/18/17  
\_\_\_\_\_  
KATRINA R. BRODY  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

\_\_\_\_\_  
1/27/17  
5

Approved as to form  
\_\_\_\_\_  
Maura J. R.  
Deputy Town Clerk  
Dated: 1/18/17

**ACKNOWLEDGMENTS**

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

On the            day of            , 2016, before me the undersigned, a Notary Public in and for said State, personally appeared **ANTHONY SANTINO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the *19<sup>th</sup>* day of *DECEMBER*, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared **JAMIE E. BOGENSHUTZ** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Alison E. Keogh*  
\_\_\_\_\_  
Notary Public

ALISON E. KEOGH  
NOTARY PUBLIC, State of New York  
No. 01KE6164903  
Qualified in Nassau County  
Commission Expires April 30, 20 *19*

## YES Community Counseling Center

### Proposal to the Town of Hempstead, Youth and Family Services Project

#### Organizational History

Youth Environmental Services DBA YES Community Counseling Center will be entering into its 39<sup>th</sup> year of providing services. Since our inception in 1977, the primary focus of service delivery has been to provide comprehensive programs to youth and families. The agency receives its funding from a wide variety of sources including Office of Mental Health, Chemical Dependency and Developmental Disabilities, the Nassau County Office of Youth Services, NYS Office of Substance Abuse Services and numerous foundations. YES maintains two facilities, one located in Massapequa and the second located in Levittown. Collectively, the agency serves both central and southeastern Nassau County.

The overall purpose of our organization has remained consistent throughout the years; to actively intervene in the lives of young people, ages 7-21 (and their families) by offering services that are characteristically preventive in nature and supportive in times of crisis. These services continue to be designed to help youth clarify problem situations and make responsible decisions regarding their family, health, peers, school, employment and the community at large. The ongoing objectives of YES Community Counseling Center include apprising the community of the agency's services, facilitating interaction between youth and families to promote meaningful dialogue and homeostasis or achieve reconciliation of the family unit developing and offering services that respond to the ever-changing needs of the adolescent and, finally, to deliver these services and providing them whenever appropriate.

In an effort to meet these objectives and respond to new societal challenges, the agency continues to provide a myriad of services including individual, family and group counseling, educational guidance, outreach, and information and referral services. Additional funding resources enable the agency to offer direct specialized outpatient substance abuse counseling services, youth and family intervention and support services and a comprehensive program developed for women and children affected by domestic violence. The agency also conducts a program entitled Commerce Plaza, which is located on the grounds of our Levittown facility. This educational program provides a financial literacy curriculum and hands on learning experience for elementary school students throughout Long Island.

YES continues to remain active in collaborative opportunities and maintain involvement in critical networks and coalitions. The establishment and development of these relationships helps to prepare the agency to confront new challenges that may arise both programmatically and fiscally. Specifically, the Executive Director and Assistant Director maintain active roles on the Boards of Director for both the Massapequa and Farmingdale Chambers of Commerce, and the agency Board Vice President maintains membership on the Executive Board for the Levittown Chamber of Commerce. The agency's Executive Director also has been nominated and sits on the Teacher center Board for the Levittown School District.

### Program Overview

Historically, the preservation and strengthening of the family unit has always been a priority with regards to the provision of services since the agency's inception. As society continues to dictate new and changing roles for families and as trends of violence, divorce and separation increase, the community based agency continues to reassess and evaluate its services based on community need.

Throughout the years, families residing within the Levittown and Island Trees communities have continued to respond to heightened levels of awareness with regards to drug and alcohol involvement, a fluctuating economy, changing mores and values, and other pressures/demands. A significant proportion of these families have been unable to adequately cope and, consequently, there continues to be a consistent increase in the number of youth, families and community members in need of assistance. YES Community Counseling Center seeks to respond to the profound gap in service availability for children and families. YES presently embraces a family systems approach, while simultaneously responding to the individual needs of those members within the family. In addition, emphasis is placed on improving communication skills and family life in general. Evening hours are provided throughout the week in an effort to accommodate parental availability thus reflecting the agency's commitment to respond to family needs. Community programs are also scheduled during these times to reach out to the largest number of potential participants.

Youth who are struggling with the inherent turmoil of adolescence, are expressing their frustration, anger, and desire for nurturance and independence in ways which are frequently self-destructive. Incidents of truancy, family arguments, vandalism and a disregard for family rules and regulations result in the breakdown and disruption of the family. As the result of this breakdown, values which were previously instilled by the family are frequently being under-emphasized or distorted. Young adults are creating their own support systems and are responding to influences outside of the home. Youth are faced with the struggle of creating values and standards that are expected by their parents but not always practiced within their own family environment. Additionally, there has been an observed deterioration in the quality of and caliber of styles of communication as the needs of family members continue to remain unmet. All members, young and old, suffer the consequences.

YES proposes to coordinate and enhance the Youth and Family Services Project, which has been implemented in response to the prevalence of families whose lives are affected by divorce, separation, death, violence, abuse and other profound struggles. This program seeks to identify potential problems and preserve the foundation upon which families can develop and thrive. Actual case studies continue to support the very significant impact that counseling has on both children and families and the community at large. Specifically, it becomes apparent that successful counseling interventions assists families to deal more effectively with

Stress and conflict, help reduce incidents of violence and chaos, and facilitates family members to communicate clearly and to express their needs and concerns in an appropriate manner. Most importantly is the stability that can be achieved for some very dysfunctional families.

Participants in the Youth and Family Services Project will consist of youth, ages 7-21 and their family members. Youth seen within the family life component will be between the ages of 7-21. The average age of participants is typically between the ages of 14-17. Overall, the ratio of male to female is fairly equal. The majority of these youths are coming from middle/working class families but a significant number of our families are experiencing profound financial stress. Over the past years, there continues to be a discernible increase in the number of reconstituted and single parent families requesting assistance, as well as a profound change in the depth of presenting issues. The number of children affected by physical, sexual and emotional abuse as well as emotional issues and parental abuse/maltreatment are increasing at a rapid pace. Statistically, the communities of Levittown and Island Trees suggest that the youth population would profoundly stand to benefit from the availability of services.

#### Purpose and Objectives

The Youth and Family Services Project will be implemented in response to a growing number of families that are affected by divorce, separation, death, violence, abuse and other profound struggles. The ultimate objective of the Youth and Family Services Project is to provide comprehensive services to those families that are identified as being "at risk" and who may be struggling with a myriad of previously mentioned issues. Equally important, is to ensure that these services are financially available and accessible to all requesting help or support. Families will be referred from school districts, the Police Department, Probation, Protective Services and those seeking assistance on their own. Initially, the family will participate in weekly meetings that will seek to identify and assess presenting problems and concerns. As these areas are explored, the social worker will work with family members to assist in their development of those tools needed to improve communication and interpersonal relationships. Every effort will be made to incorporate the entire family into the "helping" system and to make recommendations and referrals when the issues are identified.

The Youth and Family Services Project workers will coordinate all aspects of the client's involvement at our Levittown facility. The worker(s) will also be responsible for intakes, assessments, on-going treatment, advocacy, collaboration and any referrals that may be necessary. Individual, family and group counseling are available as treatment modalities. The worker(s) will be supervised by the agency's Clinical Director and will also be accountable to the Assistant Director, Executive Director and ultimately, the agency's Board of Directors.

Method:

- Initial Inquiry – Prior to an intake interview, the person making the initial contact with the agency is pre-screened to ensure that the program will meet with needs of his/her family. Specifically, he/she is asked for information pertaining to community of residence, age of child, nature of problem, etc. At this time, an appointment is then scheduled with the appropriate social worker.
- Client/Family Intake – Interviews are conducted with the young adult and his/her family members. At this time, family history is gathered as well as all other pertinent information that would be needed to make an accurate assessment of the family situation. It is at this time that the worker begins to develop a treatment plan that will respond to the particular needs and issues of the family. Referrals may be made at this time if it is felt that the client's needs would be best met elsewhere.
- Individual Counseling – Adolescents may be seen on a one-to-one basis with the assigned therapist. An atmosphere of support, trust and unconditional positive regard is established and nurtured. The single parent may also be seen individually regarding parenting issues.
- Family Counseling – The Social Worker(s) meets regularly (usually on a weekly basis) with all family members. The focus of this process is to improve or enhance communication and address those issues which are causing conflict. The ultimate goal is to improve the family's ability to function as a cohesive unit.
- Divorce Group(s) - This group format will target issues relating to divorce and/or separation and will be developed as the need arises. Groups will be considered for both men and/or women.

- Active Parenting Workshops – Interested parents will meet to discuss common concerns regarding parenting, communication, self-esteem, etc. Workshops will vary in length depending on the needs of the participants. Workshops will target parents of adolescents and parents of younger children, based upon need and requests for service.
- Outreach – A formalized outreach approach will be utilized to disseminate information and provide resources for all interested community members. This approach will target all parents who seek out assistance on issues regarding parenting. This might include limit setting, communication skills, effective discipline, etc.
- Recording/Case Management – All contacts and involvement with each family member and the family as a unit are recorded in case files. Files are reviewed on an ongoing basis.
- Supervision – The Social Worker(s) meets with the Program and Clinical Director(s) for supervisory sessions on a weekly basis. Supervision serves as a means whereby the Therapist receives ongoing feedback, assessment and technical assistance regarding the status of his/her cases.
- Evaluation – All active cases are reviewed on an ongoing basis to determine the effectiveness and progress, or obstacles which may impede progress in the counseling process. Objectives and goals are reviewed by the Therapist, the Clinical Director, Executive Director and, ultimately, the agency's Board of Directors. The program may also evaluate and monitor through the Town of Hempstead and will be subject to any and all regulatory stipulations.

Additionally, funding through the Nassau County Office of Youth Services will supplement this initiative. All other costs will be provided on an in-kind basis to ensure the successful implementation of this project.

**YES Community Counseling Center  
Town of Hempstead  
Propose Twelve Month Budget**

**Salary**

Social Workers 10.5 hrs/wk @\$26.033/hr. x 52 wks \$14,214

Fringe (includes FICA, workers' compensation, unemployment ins,  
Metro Tax, Medical Ins., Dental Ins., Life Ins.) \$ 9,406

**TOTAL PERSONNEL SERVICES: \$ 23,620**

**Other Than Personnel Services**

Utilities - \$40/month 480

Telephone - \$25/month 300

Supplies 600

**TOTAL OTPS: \$ 1,380**

**TOTAL GRANT \$ 25,000**



Case No.

Resolution No.

Adopted:

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

**RESOLUTION APPROVING AND ADOPTING GRANT AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND NASSAU KINGS WHEELCHAIR BASKETBALL TEAM IN ASSOCIATION WITH WHEELCHAIR SPORTS FEDERATION, INC.**

**WHEREAS**, the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") is a Department of the Town of Hempstead engaged in community development pursuant to General Municipal Law Article 15; and

**WHEREAS**, the Department administers grants to assist in programs aimed at assisting disabled residents of communities within the Town; and

**WHEREAS**, Nassau Kings Wheelchair Basketball Team (hereinafter "Kings") is operated in association with Wheelchair Sports Federation, Inc., a New York State not-for-profit corporation with a purpose to use wheelchair sports to improve disabled residents' physical awareness, body control and provide exercise to foster greater confidence through a Wheelchair Basketball program; and

**WHEREAS**, approximately eighty (80%) percent of the disabled individuals serviced by Kings reside in communities located within unincorporated areas of the Town of Hempstead; and

**WHEREAS**, Kings will require financial assistance to obtain specialized sports wheelchairs, seat cushions, wheels, tires, inner tubes, spokes, straps, axle grease, air pumps, basketballs, repair tools and uniforms for its participants to properly run its Wheelchair Basketball program; and

**WHEREAS**, a total of \$10,000.00 is needed by Kings to address the costs of the above equipment and uniforms for participants as set forth in its budget; and

**WHEREAS**, the Town wishes to assist Kings by providing a Grant in the amount of Ten Thousand Dollars (\$10,000.00); and

**WHEREAS**, the Town wishes to assist Kings through Federal Community Block Grant Funds available to the Town for such purposes; and

**WHEREAS**, Kings has executed a Grant Agreement setting forth the terms and conditions of the subject Grant.

**NOW THEREFORE BE IT**

**RESOLVED**, the Grant Agreement signed by Kings is hereby adopted; and

**BE IT FURTHER**

**RESOLVED**, the Ten Thousand Dollar (\$10,000.00) Grant described in the subject Grant Agreement shall be disbursed in accordance with the terms of the subject Grant Agreement; and

**BE IT FURTHER**

**RESOLVED**, the funds necessary to finance the Ten Thousand Dollar (\$10,000.00) Grant referred to herein shall be drawn from the appropriate Federal

Item # 29

Case # 13584

Community Block Grant funds for the appropriate Community Development Block Grant Year; and

**BE IT FURTHER**

**RESOLVED**, the Supervisor is hereby authorized to execute the Grant Agreement which was signed by Kings, on the date that this Resolution becomes effective.

The foregoing Resolution was duly adopted upon roll call as follows:

Ayes:

Nayes:

**GRANT AGREEMENT** made this        day of        , 2016, by and between the Town of Hempstead (hereinafter "Town"), located at 200 North Franklin Street, Hempstead, New York 11550, and Nassau Kings Wheelchair Basketball Team in association with Wheelchair Sports Federation, Inc. (hereinafter "Kings"), a New York Not-For-Profit, Corporation with mailing address at 1323 D Street, Elmont, New York 11003.

**RECITALS**

**WHEREAS**, the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") is a Department of the Town of Hempstead engaged in community development pursuant to General Municipal Law Article 15; and

**WHEREAS**, the Department administers grants to assist in activities and programs which contribute to the Town's Community Development goals; and

**WHEREAS**, Kings serves the residents of the Town of Hempstead in the Elmont and surrounding communities by providing wellness and empowerment to physically disabled residents by improving their physical and communal well being through wheelchair sports; and

**WHEREAS**, Kings are operated in association with Wheelchair Sports Federation, Inc., a New York State not-for-profit corporation with a purpose to use wheelchair sports to improve disabled resident's physical awareness, body control and provide exercise to foster greater confidence through a Wheelchair Basketball program; and

**WHEREAS**, Kings will require financial assistance to obtain specialized sports wheelchairs, seat cushions, wheels, tires, inner tubes, spokes, straps, axle grease, air pumps, basketballs, repair tools and uniforms for its participants to properly run its

Wheelchair Basketball program; and

**WHEREAS**, a total of \$10,000.00 is needed by Kings to address the costs of the above equipment and uniforms for participants as set forth in its budget annexed hereto as Exhibit "A"; and

**WHEREAS**, the Town wishes to assist Kings through Federal Community Block Grant Funds available to the Town for such purposes.

**NOW, THEREFORE**, it is agreed between the parties as follows:

1. **Representations**: Kings represents the following:
  - (a) It is operated in association with Wheelchair Sports Federation, Inc., a Not-For-Profit Corporation organized and conducting business under the Laws of the State of New York;
  - (b) The participants in their program are adults who are severely disabled;
  - (c) At least 80 percent of participants in its program are from communities wholly within the unincorporated portions of the Town of Hempstead;
  - (d) The subject Grant funds will not replace or supplant federal or non-federal funds that have been appropriated for the purpose of obtaining specialized sports wheelchairs, seat cushions, wheels, tires, inner tubes, spokes, straps, axle grease, air pumps, basketballs repair tools and uniforms for its participants; and

(e) It has been authorized by its Board of Directors to enter into this Agreement.

2. **Grant:** The Town shall grant to Kings the sum of Ten Thousand (\$10,000.00) Dollars to be utilized to assist in the purchase of specialized sports wheelchairs, seat cushions, wheels, tires, inner tubes, spokes, straps, axle grease, air pumps, basketballs, repair tools and uniforms for its participants in its Wheelchair Basketball program.

3. **Proof of Use of Proceeds:** Kings shall furnish to the Department proper claim forms accompanied by copies of receipts proving the manner in which the proceeds of this Grant are to be utilized for reimbursement of such expenditures.

4. **Indemnification of Town:** Kings agrees to indemnify and hold harmless, Town, its officers, agents and employs from any and all liability arising from its operations in conducting its Wheelchair Basketball program and from any act, actions or omissions of Kings in the use of any item purchased with Grant funds and the running of the Wheelchair Basketball program assisted by the subject Grant or in its performance by the terms of this Grant Agreement.

5. **Waiver of Suit:** Kings waives its right to institute legal action against the Town for the recovery of damages arising from the performance or nonperformance of any term or obligation contained in this Agreement. Such waiver shall include, but not be limited to, legal proceedings, arbitration proceedings, and mediation proceedings including any claim, counterclaim, cross-claim, or impleader in such proceeding.

6. **Contingent on Town Board Approval:** Kings acknowledges and

agrees that the terms of this Grant Agreement shall not be binding upon the Town until duly adopted and approved by the Town of Hempstead Town Board.

7. **No Oral Modification:** This Agreement may only be modified by a writing signed by all parties hereto.

8. **Merger:** All previous discussions and negotiations between the parties are incorporated and merge with this Agreement.

9. **Use of Singular:** The use of a singular term shall be read as a plural term whenever the sense of this Agreement implies it.

10. **Severability:** Should any paragraph contained within this Agreement be deemed a violation of New York Law, such paragraph shall be severed and the remaining paragraphs shall stay in full force and effect.

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

**APPROVED**

By: [Signature] Date: 1/19/17  
[Signature] Date: 1/24/17  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
ANTHONY SANTINO, SUPERVISOR

NASSAU KINGS WHEELCHAIR BASKETBALL TEAM

By: [Signature]  
THEA LOPEZ, MANAGER

APPROVED AS TO FORM

[Signature]  
CHIEF DEPUTY TOWN ATTORNEY  
1/12/17

compliant w/ GML 103

compliant w/ TOH Guidelines

not subject to GML or Guidelines

[Signature]  
Director of Purchasing 1/13/2017  
DEPUTY TOWN COMPTROLLER

APPROVED AS TO CONTENT

DATE: 1/11/17  
[Signature]  
KATEENA R. BOND  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

4

[Signature]  
1/27/17



**EXHIBIT "A"**



• \$5,000.00 Literature:

Brochures, business cards, flyers, etc.

• \$13,000.00 Travel:

Rental/purchase of vehicular transport specially equipped to transport persons with ambulatory disabilities, airfare and hotel accommodations for road games.

• \$10,000.00 Equipment:

Purchase of specialized sports wheelchairs, seat cushions, wheels, tires, inner tubes, spokes, straps, axel grease, air pumps, basketballs, repair tools, and uniforms.

• \$2,000.00 Medical Supplies (First Aid)

• \$5,000.00 Meals

Lunch services and hydration for team members during games

• \$2,000.00 Gym Rental for Practice and Regular League Play

• \$3,000.00 League Registration/Tournament Fees

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO PAUL NUGENT & SONS FOR REMOVAL AND REINSTALLATION TOWN OF HEMPSTEAD OUTFALL PIPE THROUGH NEW BULKHEADING AT 3648 BERTHA DRIVE, BALDWIN, NY 11510

WHEREAS, it was necessary to remove and reinstall a Town of Hempstead outfall pipe through new bulkheading at 3648 Bertha Dr., Baldwin, NY; and

WHEREAS, Paul Nugent & Sons, 88 Lester Avenue, Freeport, NY 11520, submitted a quotation of \$2,000.00 for the cost of removal and reinstallation of Town of Hempstead outfall pipe through new bulkheading at 3648 Bertha Dr., Baldwin, NY; and

WHEREAS, the Engineering Department reviewed the price quoted and found it to be fair and reasonable cost for the work involved;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to make payments to Paul Nugent & Sons for removal and reinstallation of outfall pipe through new bulkheading at 3648 Bertha Dr., Baldwin, NY, and that such expenditures be charged to Highway Capital Improvement account # 9554-503-9554-5010, not exceed the sum of \$2000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 30

Case # 14822

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption as follows:

**RESOLUTION AUTHORIZING PAYMENT TO COMMERCIAL CLEARWATER COMPANY TO CONDUCT A CERTIFIED POOL OPERATOR COURSE FOR THE BENEFIT OF DEPARTMENT OF PARKS & RECREATION EMPLOYEES**

WHEREAS, Commercial Clearwater Company, whose mailing address is P.O. Box 909, Plandome, NY, 11030 has agreed to conduct a certified pool operator course for Department of Parks and Recreation employees; and

WHEREAS, the New York State and Nassau County Departments of Board of Health each respectively require all municipal pool facilities to have certified pool operators on staff, and

WHEREAS, the cost of the course is \$260.00 per person, total amount not to exceed \$9100.00 and number of employees will not exceed 35; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to make payments to Commercial Clearwater Company for conducting a certified pool operator course in the amount of \$260.00 per employee, total amount not to exceed \$9100.00, and that such amount be charged against Department of Parks and Recreation Office Expense Code 400-007-7110-4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

27746

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION REFERRING SITE PLAN AND DELEGATING THE BOARD OF ZONING APPEALS THE AUTHORITY TO APPROVE THE SITE PLAN SUBMITTED FOR THE CITY CELLAR RESTAURANT BY ANGELO FRANCIS CORVA & ASSOCIATES, ARCHITECTS ON BEHALF OF WESTBURY TAVERN, LLC IN CONNECTION WITH BUILDING APPLICATION #201510708, TO MAINTAIN THE CONSTRUCTION OF A FRONT YARD OUTDOOR DINING AREA AND EXISTING VALET PARKING SERVICES, LOCATED ON THE SOUTH SIDE OF CORPORATE DRIVE, 412.01 FEET EAST OF ZECKENDORF BOULEVARD, WESTBURY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Angelo Francis Corva & Associates, Architects, on behalf of Westbury Tavern, LLC has submitted an application bearing #201510708 to Maintain the Construction of a Front Yard Outdoor Dining Area and existing Valet Parking Services, located on the south side of Corporate Drive, 412.01 feet east of Zeckendorf Boulevard, Westbury, 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 an Existing Conditions Plan, dated September 22, 2014, last revised April 18, 2016, and bearing the seal of Angelo F. Corva, R.A., License # 013559, University of the State of New York, with associated site plans that 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 reviewed by the Commissioner of Buildings 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, delegates the Board of Zoning Appeals the authority to approve the Site Plan as shown and improved in accordance with the site plan as submitted subject to the conditions thereon noted;

NOW THEREFORE, BE IT

RESOLVED, that the existing conditions plan submitted for the City Cellar Restaurant by Angelo Francis Corva & Associates, Architects on behalf of Westbury Tavern, LLC entitled Existing Conditions Plan, dated September 22, 2014 and last revised April 18, 2016 and bearing the seal of Angelo F. Corva R.A., License #0013559, University of the State of New York with associated site plans in connection with building application #201510708 to maintain the construction of a front yard outdoor dining area and existing valet parking services located on the south side of Corporate Drive, 412.01 feet east of Zeckendorf Boulevard, Westbury, Town of Hempstead, New York, be and the same is hereby referred to the Town of Hempstead Zoning Board of Appeals, acting as Planning Board, in accordance with Section 305. C of the Building Zone Ordinance.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item #

32

Case #

29652

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

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

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

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

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

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

NOW, THEREFORE, BE IT

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

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

Item #

33

Case #

28676

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted: \*

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION No. 1368-2009

WHEREAS, Resolution No. 1368-2009 and amended by Resolution No. 453-2010 authorized the Town Attorney to enter into an agreement with Greenfield Cemetery Consultants LLC; and

WHEREAS, it is in the public interest to amend that contract;

NOW, THEREFORE, BE IT

RESOLVED, Greenfield Cemetery Consultants LLC be paid the sum of \$1,000.00 per week that commencing January 1, 2017 and ending December 31, 2017 for consulting services instead of \$2,000.00 per week; and

BE IT FURTHER

RESOLVED, that all other provisions of Resolution No. 1368-2009 as amended by Resolution No. 453-2010 will remain in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

28083

## Agreement

Agreement made this 1<sup>st</sup> Day of December, 2009, between Greenfield Cemetery Consultants LLC, with an address at 1814 East 22<sup>nd</sup> Street, Brooklyn, New York 11229 (GCC), and Town of Hempstead, with an address at 420 Front Street, Hempstead, New York 11550 (TOH).

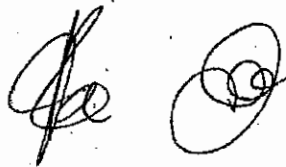
**Scope of Agreement:** Whereas the TOH is desirous of engaging GCC for the purpose of providing consulting services so as to promote the future efficient operation of the Greenfield Cemetery (the Cemetery), 650 Nassau Road, Uniondale, New York, located in the Town of Hempstead.

Said consulting services shall include making recommendations to the Commissioner of the Department of General Services (with copies to the office of Chief of Staff, Raymond Mineo), or at the written direction of the Commissioner, directly to Cemetery personnel. Said recommendations will be made in writing or by digital transmission (e-mail), on a periodic basis at the discretion of GCC.

This shall include, but is not limited to, providing Greenfield Cemetery consulting services with the objective of recommending for implementation professional and responsible office, field and operational procedures for the future operation of the Cemetery. Furthermore, GCC may review & report thereafter the relationship between TOH and the Cemetery inclusive of assets, Liabilities, and the effect of same on each entity.

Said services may be provided by GCC as follows:

1. Onsite visits;
2. Telephone communications;
3. Internet link, as planned by TOH to be established;
4. Hands-on instruction, training, and or supervision of office personnel, as may be recommended by GCC;
5. Research and recommendations for new and or existing office systems and procedures, as may be required;
6. Recommendations for the operation and future viability of the Cemetery, as it affects the TOH;
7. Review & recommend amendments and improvements to current Rules and Regulations and forms in use at the Cemetery;
8. As requested, review & recommend potential improvements to the liaison between Office & Field operations;
9. As requested, review & recommend potential improvements regarding Cemetery personnel and staffing;
10. Review & make recommendations regarding current pricing of 'fees and services' offered at the Cemetery;
11. Review & recommend potential improvements regarding consumer rights and privileges; and
12. Updates and reports provided monthly or as otherwise requested.





**Term & Hours:** This agreement shall be proactively effective for a minimum period of no less than three (3) months [thirteen weeks] commencing on November 30, 2009. Any time spent in excess of 24 hrs per week, shall be remunerated in the form of compensatory time in future weeks, and shall be due and payable regardless of termination of this agreement. Said consulting services shall be available to TOH Monday through Friday 8:00 AM - 4:00 PM, no more than 24 hours per week. GCC may also perform its internal services under this agreement outside of these regular hours.

**Mutual Covenants:** GCC staff shall be granted full access to all Cemetery records, property, and personnel. Said personnel shall cooperate fully with GCC staff, so that GCC can fully perform pursuant to this agreement. Said access is subject to the consent of the Commissioner of General Services.

**Rights & Obligations:** Both parties hereto agree to exercise good faith in the execution of this agreement. GCC shall exert its best efforts in the fulfillment of its obligations hereunder. TOH has the right not to follow GCC's recommendations, and not to implement any recommendations or amendments made by GCC.

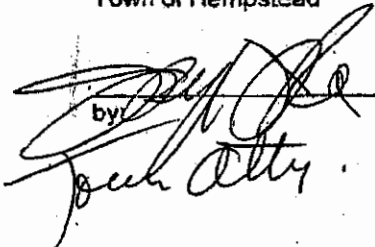
**Termination:** TOH or GCC may terminate this agreement upon ninety (90) days written notice by certified mail, return receipt requested.

**Liability & Indemnity:** GCC shall not be liable for any acts or omissions of TOH. TOH shall indemnify and hold harmless GCC from any claims made against GCC by any outside third party. TOH agrees to indemnify and hold GCC harmless from and against all claims, damages, costs and expenses, including reasonable attorney's fees, including those caused by or arising out of previous operations, transactions, business operations or activities of TOH.

**Compensation:** Fees for services rendered shall be billable monthly by GCC, and paid by TOH upon receipt. The agreed upon fee for services hereunder shall be the sum of Two Thousand (\$2,000.00) Dollars per week, billed monthly and payable upon receipt. As stated in the section referred to above as 'Hours & Term', in the event additional hours are required in any weekly period, the additional hours shall be carried forward to the future as compensatory time for any weeks when less time is necessary during the course of that week. Such additional and compensatory time balance shall be separately broken out on each monthly bill.

**Entire Agreement:** This agreement shall constitute the entire agreement between the parties.

Town of Hempstead

by  12/23/09  
Paul Altty

Greenfield Cemetery Consulting, LLC

  
by David Jacobson, Partner



CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

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

WHEREAS, the Town Board of the Town of Hempstead at their meeting on April 12, 2016 adopted Resolution No. 551-2016 awarding the Contract for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York PW#6-16 to Bancker Construction Corp. for the year ending December 31, 2016; and

WHEREAS, at the time of bidding, said contract contained a provision allowing for the renewal of the contract for a second and third calendar year at the prices bid without adjustment to the bid prices; and

WHEREAS, the Commissioner of the Department of Water has recommended to this Town Board that the Contract for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York PW#6-16 be renewed in the amount of \$200,000.00 (two-hundred thousand dollar) for the year ending December 31, 2017 at the original prices bid without adjustment.

NOW, THEREFORE, BE IT

RESOLVED, that the contract with Bancker Construction Corp. 218 Blydenburgh Road, P.O. Box 970, Islandia, New York, for the Restoration of Water Utility Trenches and Related Work Items Within the Boundaries of the Town of Hempstead, Nassau County, New York PW#6-16, be renewed for the calendar year ending December 31, 2017; and BE IT FURTHER

RESOLVED, that the Supervisor hereby is authorized to make payments under the contract executed by the successful bidder from the Water Department's 4635 account, total amount not to exceed \$200,000.00 (two-hundred thousand dollars) during the period ending December 31, 2017.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

17555



CONTRACT FOR  
LIBRARY SERVICES

BETWEEN

THE MILL BROOK LIBRARY FUNDING DISTRICT

AND

THE HENRY WALDINGER MEMORIAL LIBRARY OF VALLEY STREAM

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

WHEREAS, pursuant to the provisions of Chapter 374 of the Laws of 2002 and the affirmative results of the special election held pursuant to said Session Law, there now exists the Mill Brook Library Funding District which is authorized to obtain library services for its district residents by contracting for same; and

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

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

1. Parties

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

b. The party providing library services is the "Henry Waldinger Memorial Library" of Valley Stream, which is hereinafter referred to as "The Library." The Library is an independent, educational corporation of the State of New York, which acts by and through the Board of Trustees of the Henry Waldinger Memorial Library. The address for the library is c/o The Director, Henry Waldinger Memorial Library, 60 Verona Place, Valley Stream, New York.

2. District Boundaries

The boundaries of the District are set forth in the attached Exhibit A, legal description.

### 3. Scope of Contract Library Services

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

### 4. Library Cards

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

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

5. Term

This contract is for a four (4) year term commencing January 1, 2016 and terminating December 31, 2019.

6. Consideration

The District shall pay the Library the annual sum of \$236,670.00 together with an annual 1% cumulative cost of living adjustment for years three and four of this contract. There shall be no adjustment for year two of the contract. The first installment for each year shall be due and payable on April 1<sup>st</sup> for services between January 1<sup>st</sup> and June 30<sup>th</sup>, and shall be due and payable on October 1<sup>st</sup> for services between July 1<sup>st</sup> and December 31<sup>st</sup>. Payment shall be made directly to the Waldinger Memorial Library of Valley Stream.

Payments shall be made as follows:

a) 2016 - year	
Base amount	\$236,670.00
First half due April 1	\$118,335.00
Second half due October 1	\$118,335.00

b) 2017 - year 2		
Base amount		\$236,670.00
First half due April 1		\$118,335.00
Second half due October 1		\$118,335.00
c) 2018 - year 3		
Base amount		\$236,670.00
1% COLA		\$ 2,366.70
Total amount		\$239,036.70
First half due April 1		\$119,518.35
Second half due October 1		\$119,518.35
d) 2019 - year 4		
Base amount		\$239,036.70
1% COLA		\$ 2,390.37
Total amount		\$241,427.07
First half due April 1		\$120,713.54
Second half due October 1		\$120,713.53

7. Amendment and Termination

This contract may be amended or terminated only upon approval by a vote of the majority of the qualified voters




voting in a special election as provided for in the district's enabling legislation.

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

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


Mill Brook Library  
Funding District  
by **Anthony J. Santino**  
Supervisor, Town of Hempstead

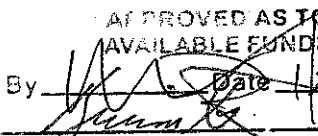
  
Henry Waldinger Memorial Library  
By \_\_\_\_\_, President  
Library Board of Trustees

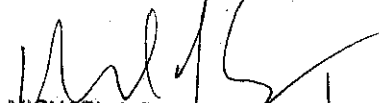
compliant w/ GML 103

compliant w/ TOH Guidelines

not subject to GML or Guidelines

  
**Donald A. Lombardi**  
Director of Purchasing 1/20/17  
DEPUTY TOWN COMPTROLLER

APPROVED AS TO AVAILABLE FUNDS  
By  Date 1/26/17  
KEVIN R. CONROY  
TOWN COMPTROLLER

  
MICHAEL J. CABOBIANCO  
COMPTROLLER'S OFFICE  
BUDGET DIVISION 1/26/17

APPROVED AS TO FORM  
**Charles O. Heine**  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 1/18/17



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO SETTLE THE CLAIM OF DEBRA GAROFOLO  
IN THE AMOUNT OF \$12,500.00.

WHEREAS, Debra Garofolo, by her attorneys, Law Offices of Zemsky and Salomon, P.C. with offices in Hempstead, New York, made a claim against the Town of Hempstead for personal injuries she sustained when the 2007 Kia motor vehicle was in a collision with a Town of Hempstead Department of Sanitation Truck on Holiday Park Drive near Beltagh Avenue in Wantagh, New York on November 12, 2014; and

WHEREAS, an action was instituted in the Supreme Court of the State of New York in Nassau County against the Town of Hempstead by Debra Garofolo to recover damages for personal injuries she sustained as a result of said accident; and

WHEREAS, prior to trial, a proposal was made between the Law Offices of Zemsky and Salomon, P.C., attorneys for Debra Garofolo, and the Claims Service Bureau of New York Inc., the claims representatives for the Town of Hempstead, to settle this case in the amount of \$12,500.00; and

WHEREAS, the Law Offices of Zemsky and Salomon, P.C., have forwarded an executed general release and Stipulation Discontinuing Action against the Town of Hempstead to the Office of the Town Attorney; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized to settle the personal injury claim of Debra Garofolo for personal injuries she sustained on November 12, 2014 in the amount of \$12,500.00, the aforesaid amount to be paid out of Sanitation Operating Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

10889



Resolution – Amending Resolution No. 38–2017 Re: Various offices positions & occupations in the Town Government of the Town of Hempstead

Item # 38

Case #

7

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION DETERMINING PARCELS BENEFITED BY CONSTRUCTION OR RECONSTRUCTION OF SIDEWALK AREA IN; BALDWIN, BELLMORE, CEDARHURST, EAST MEADOW, EAST ROCKAWAY, HEWLETT, INWOOD, ISLAND PARK, LEVITTOWN, LIDO BEACH, LYNBROOK, MERRICK, NORTH BALDWIN, NORTH BELLMORE, OCEANSIDE, ROOSEVELT, SOUTH HEMPSTEAD, UNIONDALE, WESTBURY, WOODMERE

IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY, ADOPTING PROPOSED ASSESSMENT ROLL FOR THE COST THEREOF AND CALLING A PUBLIC HEARING THEREON.

WHEREAS, pursuant to the following Resolutions adopted by the Town Board:

<u>TOWN BOARD RESOLUTIONS</u>	<u>DATE</u>
1139	10/3/2012
1316	11/12/2013
306	3/11/2014
914	6/24/2014
1537	11/12/2014
630	5/19/2015
6365	11/24/2015
420	3/29/2016

NOTICE WAS GIVEN TO ABUTTING PROPERTY OWNERS DIRECTING THEM TO CONSTRUCT OR RECONSTRUCT SIDEWALK AREA ON :

1ST ST, 3RD ST, 7TH ST, 8TH ST, AMBROSE CT, APRIL LN, ARDMORE RD, ARGYLE AVE, AVIS DR, BALDWIN AVE, BALSAM LN, BARBARA DR, BARNARD AVE, BAYSWATER BLVD, BECKMAN DR, BLUEBELL LN, BLUESPRUCE RD, BORDER LN, BOUNDARY RD, BRAXTON ST, BRIGHT AVE, BROADWAY, BROOKWOOD DR, CAMPUS PL, CARMAN AVE, CASPER AVE, CAYUGA AVE, CEDAR CT, CEDAR ST, CENTRAL AVE, CHAPIN AVE, CHATHAM CT, CHELSEA RD, CHERRY PL, CHURCH AVE, CLARENDON AVE, CLEARMEADOW DR, CLIFFORD ST, CLUBHOUSE RD, COLLEGE LN, COLUMBUS AVE, COMPASS ST, CONCORD AVE, CONDOR RD, CORNER LN, COTTAGE PL, COTTON LN, CUNNINGHAM AVE, DAVENPORT PL, DAVIS ST, DERBY AVE, DIVOT RD, DOGWOOD LN, E END, E GREENWICH AVE, E MEADOW AVE, EAST BLVD, EDGEWOOD DR, EUSTON LN, EXETER ST, FENIMORE AVE, FORDHAM LN, FRANKLIN PL, FRONT ST, FULTON AVE, GLEANER LN, GOLF DR, GRANT ST, GREEN PL, HARDY LN, HARRIS AVE, HEMPSTEAD TPKE, HICKORY LN, HONEYSUCKLE RD, HORACE CT, HUNT LN, HYACINTH ST, IBSEN ST, ILLONA LN, IMPERIAL DR, IRIS DR, JACKSON ST, JACQUELINE AVE, JANET AVE, JEFFERSON PL, JEFFERSON ST, JERUSALEM AVE, KINGFISHER RD, LAKEVIEW DR, LANSDOWNE AVE, LAWRENCE AVE, LEGION ST, LENOX RD, LESLIE LN, LINCOLN AVE, LINDEN AVE, LINDEN ST, LINKS DR E, LISA CT, LOCUST AVE, LONGFELLOW ST, LORENZ AVE, LYDIA LN, MAGPIE LN, MANHATTAN AVE, MARILYN LN, MATHERON AVE, MCKENNA PL, MCKINLEY AVE, MEADOW RD, MELLOW LN, MERYL DR, MONTGOMERY AVE, MOORE ST, MOUNT AVE, MURRAY DR, NASSAU ST, NATTA BLVD, NAVY PL, NEWPORT DR, NEWPORT RD, NORTH BLVD, NORWICH AVE, OLD BRITTON RD, ORCHID RD, OVERLOOK PL, PARK AVE, PARK CIR, PARKER AVE, PARKSIDE DR N, PARKVIEW PL, PERKINS AVE, PLYMOUTH PL, POLARIS DR, PRIMROSE LN, PROSPECT ST, REDMOND RD, REGENT DR, RIVERSIDE DR, ROCKVILLE CENTRE PKWY, ROOSEVELT AVE, ROSE AVE, ROXBURY DR, SAINT JOHNS RD, SAMPSON ST E, SCHOOLHOUSE RD, SCRIVEN AVE, SMITH ST, SOPER AVE, SPRAGUE RD, STEVENS ST, STOWE AVE, STRATFORD DR, STUART PL, STURL AVE, SUGAR MAPLE RD, SUTTON LN, THEMAR CT, THOMPSON AVE, VIAN AVE, VIRGINIA AVE, W HENRIETTA AVE, W ROOSEVELT AVE, W WAUKENA AVE, WALLACE AVE, WALNUT ST, WALTERS CT, WAUKENA AVE, WEIDNER AVE, WESTERVELT AVE, WHITEHOUSE AVE, WILLARD DR, WILLOW ST, WILLOWBEND LN, WOODBINE ST, WOODS AVE, WYCKOFF AVE, WYCKOFF PL, YARMOUTH RD

Item # 39

Case # 7179

WHEREAS, the owner(s) who were so notified had failed to construct or reconstruct sidewalk area as required by such Notice and the Town Board has caused said sidewalks to be constructed or reconstructed; and

WHEREAS, such construction or reconstruction was completed by the Town at the Total cost of \$216,220.39 and which sum includes appropriate administrative fees, which amount has been paid by the Town of Hempstead, pursuant to resolution adopted by the Town Board, subject to assessment against the property benefited thereby pursuant to Chapter 181 (Part 1) Code of the Town of Hempstead, NOW THEREFORE, BE IT

RESOLVED, that the actual and completed cost of the construction and reconstruction of sidewalk area on the property hereinabove be assessed against the parcels benefited thereby pursuant to Chapter 181 (Part 1) Code of the Town of Hempstead, is hereby determined to be \$216,220.39 and, BE IT FURTHER

RESOLVED, that the parcel(s) listed in the assessment roll be attached hereto and made a part hereof under the heading "PARCELS BENEFITED" are the lots and parcels especially benefited by the said improvements as they appear on the Nassau County Land and Tax Map; and BE IT FURTHER

RESOLVED, that the assessment roll attached hereto is hereby made a part hereof and shall constitute the completed assessment roll for such improvements under Chapter 181 (Part 1), Code of the Town of Hempstead and that the figures under the heading of "ASSESSMENT" on the same line with the said lot designations, is the amount assessed against said lots or parcels and that under the headline "PAID", and the Receiver of Taxes shall indicate the parcels of land for which assessments shall not have been paid before the return thereof to the Supervisor and that such assessment roll be forthwith filed with the Town Clerk; and, BE IT FURTHER

RESOLVED, that the assessment hereunder may be paid in one installment without penalty or interest, or at the option of the payer, in five (5) annual installments with interest thereon, if the benefit is in excess of \$100.00; and, BE IT FURTHER

RESOLVED, that the Town Board meet at the Town Board Room (Pavilion) of the Town Hall on Tuesday, at \_\_\_\_\_ in the forenoon of that day to hear and consider any objections which may be made to said assessment roll; and, BE IT FURTHER

RESOLVED, that the Town Clerk publish at least once not less than ten (10) or more than twenty (20) days before the time above specified, for said meeting in Newsday, a newspaper published within the Town of Hempstead, a notice that said Assessment roll has been completed and that at the time and place above specified the Town Board will meet and hear to consider any objections which may be made thereto.

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

AYES:

NOES:

NOTICE OF COMPLETION OF ASSESSMENT ROLL FOR THE CONSTRUCTION OR RECONSTRUCTION OF SIDEWALK AREA ON:

1ST ST, 3RD ST, 7TH ST, 8TH ST, AMBROSE CT, APRIL LN, ARDMORE RD, ARGYLE AVE, AVIS DR, BALDWIN AVE, BALSAM LN, BARBARA DR, BARNARD AVE, BAYSWATER BLVD, BECKMAN DR, BLUEBELL LN, BLUESPRUCE RD, BORDER LN, BOUNDARY RD, BRAXTON ST, BRIGHT AVE, BROADWAY, BROOKWOOD DR, CAMPUS PL, CARMAN AVE, CASPER AVE, CAYUGA AVE, CEDAR CT, CEDAR ST, CENTRAL AVE, CHAPIN AVE, CHATHAM CT, CHELSEA RD, CHERRY PL, CHURCH AVE, CLARENDON AVE, CLEARMEADOW DR, CLIFFORD ST, CLUBHOUSE RD, COLLEGE LN, COLUMBUS AVE, COMPASS ST, CONCORD AVE, CONDOR RD, CORNER LN, COTTAGE PL, COTTON LN, CUNNINGHAM AVE, DAVENPORT PL, DAVIS ST, DERBY AVE, DIVOT RD, DOGWOOD LN, E END, E GREENWICH AVE, E MEADOW AVE, EAST BLVD, EDGEWOOD DR, EUSTON LN, EXETER ST, FENIMORE AVE, FORDHAM LN, FRANKLIN PL, FRONT ST, FULTON AVE, GLEANER LN, GOLF DR, GRANT ST, GREEN PL, HARDY LN, HARRIS AVE, HEMPSTEAD TPKE, HICKORY LN, HONEYSUCKLE RD, HORACE CT, HUNT LN, HYACINTH ST, IBSEN ST, ILLONA LN, IMPERIAL DR, IRIS DR, JACKSON ST, JACQUELINE AVE, JANET AVE, JEFFERSON PL, JEFFERSON ST, JERUSALEM AVE, KINGFISHER RD, LAKEVIEW DR, LANSDOWNE AVE, LAWRENCE AVE, LEGION ST, LENOX RD, LESLIE LN, LINCOLN AVE, LINDEN AVE, LINDEN ST, LINKS DR E, LISA CT, LOCUST AVE, LONGFELLOW ST, LORENZ AVE, LYDIA LN, MAGPIE LN, MANHATTAN AVE, MARILYN LN, MATHERON AVE, MCKENNA PL, MCKINLEY AVE, MEADOW RD, MELLOW LN, MERYL DR, MONTGOMERY AVE, MOORE ST, MOUNT AVE, MURRAY DR, NASSAU ST, NATTA BLVD, NAVY PL, NEWPORT DR, NEWPORT RD, NORTH BLVD, NORWICH AVE, OLD BRITTON RD, ORCHID RD, OVERLOOK PL, PARK AVE, PARK CIR, PARKER AVE, PARKSIDE DR N, PARKVIEW PL, PERKINS AVE, PLYMOUTH PL, POLARIS DR, PRIMROSE LN, PROSPECT ST, REDMOND RD, REGENT DR, RIVERSIDE DR, ROCKVILLE CENTRE PKWY, ROOSEVELT AVE, ROSE AVE, ROXBURY DR, SAINT JOHNS RD, SAMPSON ST E, SCHOOLHOUSE RD, SCRIVEN AVE, SMITH ST, SOPER AVE, SPRAGUE RD, STEVENS ST, STOWE AVE, STRATFORD DR, STUART PL, STURL AVE, SUGAR MAPLE RD, SUTTON LN, THEMAR CT, THOMPSON AVE, VIAN AVE, VIRGINIA AVE, W HENRIETTA AVE, W ROOSEVELT AVE, W WAUKENA AVE, WALLACE AVE, WALNUT ST, WALTERS CT, WAUKENA AVE, WEIDNER AVE, WESTERVELT AVE, WHITEHOUSE AVE, WILLARD DR, WILLOW ST, WILLOWBEND LN, WOODBINE ST, WOODS AVE, WYCKOFF AVE, WYCKOFF PL, YARMOUTH RD

In the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and of meeting to hear and consider objections thereto.



PLEASE TAKE NOTICE THAT PURSUANT TO CHAPTER 181 (Part 1) CODE OF THE TOWN OF HEMPSTEAD, the Town Board of the Town of Hempstead has prepared and filed with the Town Clerk of said Town, the completed assessment roll for the construction or reconstruction of sidewalk area on:

1ST ST, 3RD ST, 7TH ST, 8TH ST, AMBROSE CT, APRIL LN, ARDMORE RD, ARGYLE AVE, AVIS DR, BALDWIN AVE, BALSAM LN, BARBARA DR, BARNARD AVE, BAYSWATER BLVD, BECKMAN DR, BLUEBELL LN, BLUESPRUCE RD, BORDER LN, BOUNDARY RD, BRAXTON ST, BRIGHT AVE, BROADWAY, BROOKWOOD DR, CAMPUS PL, CARMAN AVE, CASPER AVE, CAYUGA AVE, CEDAR CT, CEDAR ST, CENTRAL AVE, CHAPIN AVE, CHATHAM CT, CHELSEA RD, CHERRY PL, CHURCH AVE, CLARENDON AVE, CLEARMEADOW DR, CLIFFORD ST, CLUBHOUSE RD, COLLEGE LN, COLUMBUS AVE, COMPASS ST, CONCORD AVE, CONDOR RD, CORNER LN, COTTAGE PL, COTTON LN, CUNNINGHAM AVE, DAVENPORT PL, DAVIS ST, DERBY AVE, DIVOT RD, DOGWOOD LN, E END, E GREENWICH AVE, E MEADOW AVE, EAST BLVD, EDGEWOOD DR, EUSTON LN, EXETER ST, FENIMORE AVE, FORDHAM LN, FRANKLIN PL, FRONT ST, FULTON AVE, GLEANER LN, GOLF DR, GRANT ST, GREEN PL, HARDY LN, HARRIS AVE, HEMPSTEAD TPKE, HICKORY LN, HONEYSUCKLE RD, HORACE CT, HUNT LN, HYACINTH ST, IBSEN ST, ILLONA LN, IMPERIAL DR, IRIS DR, JACKSON ST, JACQUELINE AVE, JANET AVE, JEFFERSON PL, JEFFERSON ST, JERUSALEM AVE, KINGFISHER RD, LAKEVIEW DR, LANSDOWNE AVE, LAWRENCE AVE, LEGION ST, LENOX RD, LESLIE LN, LINCOLN AVE, LINDEN AVE, LINDEN ST, LINKS DR E, LISA CT, LOCUST AVE, LONGFELLOW ST, LORENZ AVE, LYDIA LN, MAGPIE LN, MANHATTAN AVE, MARILYN LN, MATHERON AVE, MCKENNA PL, MCKINLEY AVE, MEADOW RD, MELLOW LN, MERYL DR, MONTGOMERY AVE, MOORE ST, MOUNT AVE, MURRAY DR, NASSAU ST, NATTA BLVD, NAVY PL, NEWPORT DR, NEWPORT RD, NORTH BLVD, NORWICH AVE, OLD BRITTON RD, ORCHID RD, OVERLOOK PL, PARK AVE, PARK CIR, PARKER AVE, PARKSIDE DR N, PARKVIEW PL, PERKINS AVE, PLYMOUTH PL, POLARIS DR, PRIMROSE LN, PROSPECT ST, REDMOND RD, REGENT DR, RIVERSIDE DR, ROCKVILLE CENTRE PKWY, ROOSEVELT AVE, ROSE AVE, ROXBURY DR, SAINT JOHNS RD, SAMPSON ST E, SCHOOLHOUSE RD, SCRIVEN AVE, SMITH ST, SOPER AVE, SPRAGUE RD, STEVENS ST, STOWE AVE, STRATFORD DR, STUART PL, STURL AVE, SUGAR MAPLE RD, SUTTON LN, THEMAR CT, THOMPSON AVE, VIAN AVE, VIRGINIA AVE, W HENRIETTA AVE, W ROOSEVELT AVE, W WAUKENA AVE, WALLACE AVE, WALNUT ST, WALTERS CT, WAUKENA AVE, WEIDNER AVE, WESTERVELT AVE, WHITEHOUSE AVE, WILLARD DR, WILLOW ST, WILLOWBEND LN, WOODBINE ST, WOODS AVE, WYCKOFF AVE, WYCKOFF PL, YARMOUTH RD

OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and

PLEASE TAKE FURTHER NOTICE that on  
The Town Board will meet at the Board Room of the Town Hall Pavilion, Hempstead, New York at  
o'clock to hear and consider any objections which may be made to said assessment roll.

DATE :

Hempstead, New York

Anthony J. Santino  
Supervisor  
Town of Hempstead

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 7-2017, 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 February 21, 2017, 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. 7-2017, 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 # 40

Case # 29648

**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 21<sup>st</sup> day of February, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- |                            |  |
|----------------------------|--|
| BALDWIN<br>Section 202-5   | LINCOLN AVENUE (TH 566/16) North Side - ONE HOUR PARKING BETWEEN SIGNS - starting at the east curbline of Grand Ave., then east for a distance of 70 feet.                                       |
| BELLMORE<br>Section 202-15 | MARLBORO PLACE (TH 17/17) North Side - NO PARKING 11 AM - 1 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at the east curbline of Wilson Place, east to the west curbline of Ansboro Place. |
| ELMONT<br>Section 202-19   | TRIBUNE AVENUE (TH 7/17) South Side - NO PARKING 9 AM - 6 PM EXCEPT SUNDAYS & HOLIDAYS - starting at a point 159 feet west of the west curbline of Evans Avenue, west for a distance of 23 feet. |
| MERRICK<br>Section 202-11  | ORR STREET (TH 13/17) West Side - 30 MINUTE PARKING 9 AM - 5 PM - starting at a point 40 feet south of the south curbline of Merrick Road, south for a distance of 24 feet.                      |

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

- |                            |  |
|----------------------------|--|
| BELLMORE<br>Section 202-15 | MARLBORO PLACE (TH 10/80) North Side - NO PARKING 11 AM - 1 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting from the west curbline of Ansboro Place, west for a distance of 58 feet. (Adopted 2/26/80)                                    |
|                            | MARLBORO PLACE (TH 10/80) North Side - NO PARKING 11 AM - 1 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting from a point 108 feet west of the west curbline of Ansbro Place, west to the east curbline of Wilson Place. (Adopted 2/26/80) |
| MERRICK<br>Section 202-11  | ORR STREET (TH 180/72) West Side - 30 MINUTE PARKING 9 AM - 5 PM - starting at a point 30 feet south of the south curbline of Merrick Road, south for a distance of 32 feet. (Adopted 5/9/72)  |

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

during office hours.

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

Dated: February 7, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations.

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

Section 1. Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Chapter last amended by local law number one hundred six of two thousand sixteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN  
Section 202-5

LINCOLN AVENUE (TH 566/16) North Side - ONE HOUR PARKING BETWEEN SIGNS - starting at the east curbline of Grand Ave., then east for a distance of 70 feet.

BELLMORE  
Section 202-15

MARLBORO PLACE (TH 17/17) North Side - NO PARKING 11 AM - 1 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at the east curbline of Wilson Place, east to the west curbline of Ansboro Place.

ELMONT  
Section 202-19

TRIBUNE AVENUE (TH 7/17) South Side - NO PARKING 9 AM - 6 PM EXCEPT SUNDAYS & HOLIDAYS - starting at a point 159 feet west of the west curbline of Evans Avenue, west for a distance of 23 feet.

MERRICK  
Section 202-11

ORR STREET (TH 13/17) West Side - 30 MINUTE PARKING 9 AM - 5 PM - starting at a point 40 feet south of the south curbline of Merrick Road, south for a distance of 24 feet.

Section 2. Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Chapter last amended by local law number one hundred six of two thousand sixteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BELLMORE  
Section 202-15

MARLBORO PLACE (TH 10/80) North Side - NO PARKING 11 AM - 1 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting from the west curbline of Ansboro Place, west for a distance of 58 feet. (Adopted 2/26/80)

MARLBORO PLACE (TH 10/80) North Side - NO PARKING 11 AM - 1 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting from a point 108 feet west of the west curbline of Ansbro Place, west to the east curbline of Wilson Place. (Adopted 2/26/80)

MERRICK  
Section 202-11

ORR STREET (TH 180/72) West Side - 30 MINUTE PARKING 9 AM - 5 PM - starting at a point 30 feet south of the south curbline of Merrick Road, south for a distance of 32 feet. (Adopted 5/9/72)

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

CASE NO. 29649

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. 10-2017, 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 February 21, 2017, 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. 10-2017, 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 #

41

Case #

29649

**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 21<sup>st</sup> day of February, 2017, 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:

MERRICK

ORR STREET (TH 13/17) West Side - NO STOPPING HERE TO CORNER - starting at the south curblin of Merrick Road, south for a distance of 40 feet.

ROOSEVELT

SOMA PLACE (TH 562/16) North Side - NO PARKING ANYTIME - starting at a point 200 feet east of the northeast curblin of Ray Avenue, then southeast for a distance of 33 feet.

ALSO, to REPEAL from Section 202-1 "PARKING OR STANDING PROHIBITIONS"

at the following locations:

BALDWIN

LINCOLN AVENUE (TH 757/67) North Side - NO STOPPING ANYTIME - from the east curblin of Grand Avenue, east for a distance of 50 feet. (Adopted 4/2/68)

LINCOLN AVENUE (TH 552/05) North Side - NO STOPPING HERE TO CORNER - from the east curblin of Grand Avenue, east for a distance of 50 feet. (Adopted 9/19/06)

MERRICK

ORR STREET (TH 180/72) West Side - NO STOPPING HERE TO CORNER - starting at the south curblin of Merrick Road, south for a distance of 30 feet. (Adopted 5/9/72)

WOODMERE

GLEN DRIVE (TH 17/11) South Side - NO PARKING ANYTIME - starting at a point 362 feet west of the west curblin of Longacre Avenue, west for a distance of 120 feet. (Adopted 6/14/11)

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



inspected during office hours.

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

Dated: February 7, 2017  
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 one hundred seven of two thousand sixteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

MERRICK ORR STREET (TH 13/17) West Side - NO STOPPING HERE TO CORNER - starting at the south curblin of Merrick Road, south for a distance of 40 feet.

ROOSEVELT SOMA PLACE (TH 562/16) North Side - NO PARKING ANYTIME - starting at a point 200 feet east of the northeast curblin of Ray Avenue, then southeast for a distance of 33 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 one hundred seven of two thousand sixteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN LINCOLN AVENUE (TH 757/67) North Side - NO STOPPING ANYTIME - from the east curblin of Grand Avenue, east for a distance of 50 feet. (Adopted 4/2/68)

LINCOLN AVENUE (TH 552/05) North Side - NO STOPPING HERE TO CORNER - from the east curblin of Grand Avenue, east for a distance of 50 feet. (Adopted 9/19/06)

MERRICK ORR STREET (TH 180/72) West Side - NO STOPPING HERE TO CORNER - starting at the south curblin of Merrick Road, south for a distance of 30 feet. (Adopted 5/9/72)

WOODMERE GLEN DRIVE (TH 17/11) South Side - NO PARKING ANYTIME - starting at a point 362 feet west of the west curblin of Longacre Avenue, west for a distance of 120 feet. (Adopted 6/14/11)

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

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-5 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "ARTERIAL STOPS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-5 of the Code of the Town of Hempstead entitled "ARTERIAL STOPS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 8-2017, 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 February 21, 2017, 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. 8-2017, 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 # 42

Case # 29650

**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 21<sup>st</sup> day of February, 2017, 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:

INWOOD	WESTCOTT STREET (TH 11/17) STOP - all traffic traveling eastbound on Spaulding Lane shall come to a full stop.
LEVITTOWN	ABBEY LANE (TH 8/17) STOP - all traffic traveling westbound on Robin Lane shall come to a full stop.
WANTAGH	EDGERTON AVENUE (TH 9/17) STOP - all traffic traveling northbound on Andrews Place shall come to a full stop.
WEST HEMPSTEAD	WINDSOR LANE (TH 3/17) STOP - all traffic approaching southbound on Palm Lane shall come to a full stop.

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

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

Dated: February 7, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk



ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 9-2017, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 21, 2017, 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. 9-2017, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 43

Case # 29651

## 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 21<sup>st</sup> day of February, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following locations:

**LIDO BEACH**

**BLACKHEATH ROAD (TH 12/17) East Side - NO PARKING 8 AM - 4 PM SCHOOL DAYS - starting at the north curblineline of Greenway, north for a distance of 70 feet.**

**GREENWAY (TH 12/17) North Side - NO PARKING 8 AM - 4 PM SCHOOL DAYS - starting at the east curblineline of Blackheath Road, east for a distance of 93 feet.**

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

**OCEANSIDE**

**CHARLES STREET (TH 29/67) North Side - NO STOPPING 8 AM - 4 PM SCHOOL DAYS - from the east curblineline of Terrell Avenue, east for a distance of 396 feet.  
(Adopted 3/14/67)**

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

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

Dated: February 7, 2017  
Hempstead, New York

**ANTHONY J. SANTINO**  
Supervisor

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD**

Nasrin Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number one hundred one of two thousand sixteen is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

LIDO BEACH

BLACKHEATH ROAD (TH 12/17) East Side - NO PARKING 8 AM - 4 PM SCHOOL DAYS - starting at the north curblin of Greenway, north for a distance of 70 feet.

GREENWAY (TH 12/17) North Side - NO PARKING 8 AM - 4 PM SCHOOL DAYS - starting at the east curblin of Blackheath Road, east for a distance of 93 feet.

Section 2. Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number one hundred one of two thousand sixteen is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

OCEANSIDE

CHARLES STREET (TH 29/67) North Side - NO STOPPING 8 AM - 4 PM SCHOOL DAYS - from the east curblin of Terrell Avenue, east for a distance of 396 feet. (Adopted 3/14/67)

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



ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-53 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "LOADING ZONES" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-53 of the Code of the Town of Hempstead entitled "LOADING ZONES"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 11-2017, Print No. 1 to amend the said Section 202-53 of the Code of the Town of Hempstead to include "LOADING ZONES" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 21, 2017, 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. 11-2017, Print No. 1, to amend Section 202-53 of the Code of the Town of Hempstead to include "LOADING ZONES" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 44

Case # 20614

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21<sup>st</sup> day of February, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-53 of the code of the Town of Hempstead to INCLUDE "LOADING ZONES" at the following locations:

**BALDWIN**                      **LINCOLN AVENUE (TH 566/16) North Side - NO PARKING  
LOADING ZONE 11 AM - 2 PM - starting at a point 70 feet east of  
Grand Avenue, then east for a distance of 20 feet.**

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

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

Dated: February 7, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash fifty-three of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "LOADING ZONES" at various locations.

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

Section 1. Section two hundred two dash fifty-three of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number nineteen of two thousand sixteen is hereby amended by including therein "LOADING ZONES" at the following location:

BALDWIN                      LINCOLN AVENUE (TH 566/16) North Side - NO PARKING  
LOADING ZONE 11 AM - 2 PM - starting at a point 70 feet east of  
Grand Avenue, then east for a distance of 20 feet.

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

CASE NO.

RESOLUTION NO.

Adopted: offered the following resolution and moved its adoption:

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York on the day of , 2017 at o'clock in the noon of that day to consider the amendment of section 336.g.(3) of Article XXXIII of the Building Zone Ordinance in relation to prohibiting coin-operated or other fee-based air compressors at gasoline service stations located in the Gasoline Service Station (GSS) District, such that it shall state as follows:

§ 336. Gasoline Service Station (GSS) regulations.

\* \* \*

G. Operation and supervision.

\* \* \*

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

- (a) Air shall be provided at no charge to the user, customer or patron, at all times that the gasoline service station is open for business.
- (b) The mechanism utilized to turn on the compressor, such as a switch or button, shall be readily accessible to the customer at the point of distribution.
- (c) Clear directions for use of the air compressors shall be mounted in plain sight on the unit at the point of distribution.

Item # 45

Case # 28676

- (d) Coin-operated or other for profit air compressor units are prohibited. All air compressor units installed prior to the enactment of this subparagraph (d) that operate through the use of coin slots or any other mechanism for accepting coins, bills or other forms of proprietary currency in exchange for air are prohibited and shall be removed or permanently covered.
- (e) The air compressor and hoses necessary for the inflation of tires shall be kept in good repair and shall be available to motorists at all times, and must include gauge displaying PSI to enable users to monitor the level of air in their tires.
- (f) By amortization, all the above requirements of section 336.G.(3) shall apply to legally pre-existing gasoline service stations, commencing October 1, 2017, whereupon violation of any of these provisions shall constitute violations of this Ordinance.

and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 21<sup>st</sup> day of February, 2017, at 10:30 o'clock in the forenoon of that day, to consider the amendment of section 336.g.(3) of Article XXXIII of the Building Zone Ordinance in relation to prohibiting coin-operated or other fee-based air compressors at gasoline service stations located in the Gasoline Service Station (GSS) District. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

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

Dated: Hempstead, New York  
February 7, 2017

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN AHMAD  
Town Clerk

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON APPLICATION  
OF SIGNATURE AUTO REPAIR INC. & FOREVA REALTY,  
LLC FOR A SPECIAL EXCEPTION (PUBLIC  
GARAGE) ELMONT, NEW YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that a public hearing be held February 21, 2017  
at 10:30 o'clock in the forenoon of that day, in the town  
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,  
Hempstead, New York, to consider the application of  
SIGNATURE AUTO REPAIR INC. & FOREVA REALTY, LLC. for  
Special Exception (Public Garage) to permit operation of an  
automobile repair shop on the n/e/c of Hempstead Tpke. &  
Clinton St. situated in Elmont, New York, and

BE IT FURTHER RESOLVED, that the Town Clerk be  
and hereby is directed to publish notice thereof once at  
least ten (10) days prior to date of hearing in Long Island  
Business News.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

46

Case #

3120

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 February 21, 2017 10:30 o'clock in the forenoon of that day for the purpose of considering the application of SIGNATURE AUTO REPAIR INC. & FOREVA REALTY, LLC for Special Exception (Public Garage) to permit operation of an automobile repair shop on the following described premises ELMONT New York:

A parcel of property located at the intersection of the n/si of Hempstead Tpke. & the e/si of Clinton St. w/frontage of plus or minus 104' on Hempstead Tpk. & a frontage of 101.88' on Clinton St. & depth on the e/si of 74.18 located at Elmont, Town of Hempstead, 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, N.Y.

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Dated: February 7, 2017  
Hempstead, N.Y.



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF PHILIP AGUECE, COMMUNITY  
RESEARCH ASSISTANT, FROM THE  
DEPARTMENT OF PARKS AND RECREATION  
TO THE DEPARTMENT OF GENERAL  
SERVICES, CEMETERIES DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Philip Aguece, Community Research Assistant, be  
and hereby is transferred from the Department of Parks and Recreation to the Department of General  
Services, Cemeteries Division, with no change in salary, by the Commissioner of the Department of  
General Services and ratified by the Town Board of the Town of Hempstead effective January 30, 2017  
and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF VINCENT ALBERT AS  
BUILDING PLAN EXAMINER I, IN THE  
DEPARTMENT OF BUILDINGS, FROM THE  
CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Vincent Albert has passed the examination for the position of Building Plan Examiner I, Civil Service List No. 60-295, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Vincent Albert, now serving as Code Enforcement Officer I, in the Department of Buildings, be and hereby is appointed Building Plan Examiner I, Competitive, Permanent, Grade 22, Step 7 (H), Salary Schedule C \$89,346, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective February 8, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF CARY COOK, LABORER II,  
FROM THE DEPARTMENT OF PARKS AND  
RECREATION TO THE DEPARTMENT OF  
SANITATION.

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

RESOLVED, that Cary Cook, Laborer II, be and hereby is transferred  
from the Department of Parks and Recreation to the Department of Sanitation, with no change in  
salary, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the  
Town of Hempstead effective January 25, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: DEMOTION OF GEORGE GRIER TO  
RECYCLING WORKER I, IN THE  
DEPARTMENT OF SANITATION.

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

RESOLVED, that George Grier, now serving as Recycling Worker II, in  
the Department of Sanitation, be and hereby is demoted to Recycling Worker I, Non Competitive,  
Grade 10, Step 5 (F), Salary Schedule D, \$53,945, by the Commissioner of the Department of Sanitation  
and ratified by the Town Board of the Town of Hempstead effective February 8, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GREGORY HILL AS  
GROUNDSKEEPER III, IN THE DEPARTMENT  
OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Gregory Hill, now serving as Labor Crew Chief II, in the Department of Parks and Recreation, be and hereby is appointed Groundskeeper III, Non-Competitive, Grade 17, Step 12 (M), Salary Schedule C, \$94,108, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective February 8, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF MICHAEL JAMES,  
MAINTENANCE MECHANIC I, FROM THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION TO  
THE DEPARTMENT OF GENERAL SERVICES,  
TRAFFIC CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Michael James, Maintenance Mechanic I, be and hereby is reassigned from the Department of General Services, Buildings and Grounds Division to the Department of General Services, Traffic Control Division, with no change in salary, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, effective February 16, 2017 and BE IT

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANDREW MANZO AS  
OFFICE AIDE, IN THE DEPARTMENT OF  
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Andrew Manzo be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), Salary Schedule D, \$34,181, in the Department of Buildings, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective February 10, 2017 and BE IT.

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF JOSEPH MARCIANO,  
LABORER II, FROM THE DEPARTMENT OF  
GENERAL SERVICES, TRAFFIC CONTROL  
DIVISION TO THE DEPARTMENT OF  
GENERAL SERVICES, BUILDINGS AND  
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Joseph Marciano, Laborer II, be and hereby is  
reassigned from the Department of General Services, Traffic Control Division to the Department of  
General Services, Buildings and Grounds Division, with no change in salary, by the Commissioner of  
the Department of General Services and ratified by the Town Board of the Town of Hempstead,  
effective February 16, 2017 and BE IT

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANDREW  
MASTROMARINO AS DEPUTY  
COMMISSIONER, DEPARTMENT OF  
GENERAL SERVICES.

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

WHEREAS, Andrew Mastromarino has resigned his position as  
Executive Assistant to Town Board, in the Office of the Town Board Councilmanic District #3,  
NOW, BE IT

RESOLVED, that Andrew Mastromarino be and hereby is appointed  
as Deputy Commissioner, Department of General Services, Exempt, Ungraded, with no change in  
salary \$113,741, by the Commissioner of the Department of General Services, and ratified by the  
Town Board of the Town of Hempstead effective February 8, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR CICALINA MAZIARSKI, ASSISTANT PHOTOGRAPHIC SUPERVISOR, IN THE DEPARTMENT OF GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Cicalina Maziarski, Assistant Photographic Supervisor, in the Department of General Services, Administration, be and hereby is increased to Grade 22, Step 13 (N), Salary Schedule C, \$118,553, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective February 8, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LISA MILLER AS  
ADMINISTRATIVE ASSISTANT, IN THE  
DEPARTMENT OF HIGHWAY.

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

WHEREAS, Lisa Miller was appointed Administrative Trainee  
from the Civil Service List in the Department of Highway on January 27, 2016, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after  
satisfactory training and performance as an Administrative Trainee is automatically appointed  
permanent Administrative Assistant, NOW, THEREFORE, BE IT

RESOLVED, that Lisa Miller be and hereby is appointed as  
Administrative Assistant, Competitive, Permanent, Grade 20, Step 1 (B), Salary Schedule C, \$63,878,  
in the Department of Highway, by the Commissioner of the Department of Highway and ratified by  
the Town Board of the Town of Hempstead effective January 27, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF AMY MULLER AS  
COMMUNITY RESEARCH ASSISTANT, IN THE  
DEPARTMENT OF PLANNING AND  
ECONOMIC DEVELOPMENT.

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

RESOLVED, that Amy Muller, now serving as Clerk Laborer, in the Department of Planning and Economic Development, be and hereby is appointed Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$77,455, in the Department of Planning and Economic Development, by the Commissioner of the Department of Planning and Economic Development and ratified by the Town Board of the Town of Hempstead effective February 8, 2017, and  
BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN QUINONEZ  
AS CODE ENFORCEMENT OFFICER  
TRAINEE, IN THE DEPARTMENT OF  
BUILDINGS, FROM THE CIVIL  
SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that John Quinonez has passed the examination for the position of Code Enforcement Officer Trainee, Civil Service List No. 62-669, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that John Quinonez be and hereby is appointed as Code Enforcement Officer Trainee, Competitive, Permanent, Grade 14, Start Step (A), Salary Schedule D, \$47,625, in the Department of Buildings, from the Civil Service List, by the Commissioner of the Department of Buildings, and ratified by the Town Board of the Town of Hempstead effective February 8, 2017, and BE IT

FURTHER RESOLVED, that the probationary term of this appointment shall be subject to Rule XIV, Rules for the Civil Service of the Town of Hempstead.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JAMES RUZICKA AS  
PLUMBING INSPECTOR III, IN THE  
DEPARTMENT OF BUILDINGS FROM THE  
CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that James Ruzicka has passed the examination for the position of Plumbing Inspector III, Civil Service List No. 60-503, and is eligible for appointment thereto, NOW, THEREFORE, BE IT.

RESOLVED, that James Ruzicka be and hereby is appointed Plumbing Inspector III, Competitive, Permanent, Grade 26, Start Step (A), Salary Schedule D, \$79,191, in the Department of Buildings, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective February 8, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARK SCAMMACCA AS  
GROUNDSKEEPER III, IN THE DEPARTMENT  
OF PARKS AND RECREATION.

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

RESOLVED, that Mark Scammacca, now serving as Labor Crew Chief II, in the Department of Parks and Recreation, be and hereby is appointed Groundskeeper III, Non Competitive, Grade 17, Step 12 (M), Salary Schedule C, \$94,108, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective February 8, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF MICHAEL SHESHENE,  
LABORER I, FROM THE DEPARTMENT OF  
HIGHWAY TO THE DEPARTMENT OF  
GENERAL SERVICES, ADMINISTRATION.

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

RESOLVED, that Michael Sheshene, Laborer I, be and hereby is transferred from the Department of Highway to the Department of General Services, Administration, with no change in salary, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective February 8, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR KRZYSZTOF  
SZETELA, GREENSKEEPER II, IN THE  
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Krzysztof Szetela, Greenskeeper II, in the Department of Parks and Recreation, be and hereby is increased to Grade 17, Step 12 (M), Salary Schedule C, \$94,108, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective February 8, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHNNY VEREEN JR., AS  
AUTOMOTIVE SERVICE WORKER, IN THE  
DEPARTMENT OF SANITATION.

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

RESOLVED, that Johnny Vereen, Jr., now serving as Recycling Worker I  
in the Department of Sanitation, be and hereby is appointed Automotive Service Worker, Non  
Competitive, Grade 10, Step 5 (F), Salary Schedule C, \$54,489, with no change in salary, in the  
Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the  
Town Board of the Town of Hempstead effective February 8, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LONNIE WERNER  
AS COMMUNITY RESEARCH ASSISTANT,  
IN THE DEPARTMENT OF PARKS AND  
RECREATION.

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

RESOLVED, that Lonnie Werner be and hereby is appointed  
Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$60,000, in  
the Department of the Parks and Recreation, by the Commissioner of the Department of Parks and  
Recreation and ratified by the Town Board of the Town of Hempstead effective February 6, 2017 and  
BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES: