

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of 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
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. |

ALSO, to REPEAL from Chapter 202 "REGULATIONS & 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) |

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

Case No. 29648

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of 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 curbline 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 curbline 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:

- | | |
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| BALDWIN | LINCOLN AVENUE (TH 757/67) North Side - NO STOPPING ANYTIME - from the east curbline 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 curbline 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 curbline 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 curbline 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

Case No. 29649

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 21st day of 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

Case No. 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 21st 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 curbline 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 curbline 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 curbline 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

Case No. 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 21st 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

Case No. 20614

PUBLIC NOTICE

NOTICE OF COMPLETION OF ASSESSMENT ROLL FOR THE CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS 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 PK WY, 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 FURTHER NOTICE that on February 21, 2017

The Town Board will meet at the Board Room of the Town Hall Pavilion, Hempstead, New York at 10:30 o'clock in the forenoon to hear and consider any objections which may be made to said assessment roll.

Date: February 7, 2017
Hempstead, New York

BY THE ORDER OF
THE TOWN BOARD OF
THE TOWN OF HEMPSTEAD

Anthony J. Santino
Supervisor

Case # 7179

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 21st 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 # 28676

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.

Case # 8120

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF ADAMS STREET, 240 FEET EAST OF GRAND BOULEVARD. SEC 54, BLOCK 392, AND LOT (S) 2416-2417, A/K/A 941 ADAMS STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 941 Adams Street, Baldwin, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on June 23, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) four foot by eight foot (4' x 8') exterior hole to block entrance to front porch and have eighteen inch by two hundred seventy six inch (18" x 276") of soffit boarded around the whole perimeter of the house, located at 941 Adams Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$212.80, the cost associated with the emergency services provided at 941 Adams Street, Baldwin, 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 \$312.80 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHWEST CORNER OF CHESHIRE DRIVE AND ANDERSON STREET. SEC 54, BLOCK 478, AND LOT (S) 218-222, A/K/A 2744 CHESHIRE DRIVE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2744 Cheshire Drive, Baldwin, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3. of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on July 5, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty six inch by eighty three inch (36" x 83") reverse HUD style door boarded with one half inch (1/2") four (4) ply plywood and one (1) three foot by five foot (3' x 5') by three foot (3') deep pond drilled with holes and filled with two (2) yards of fill, located at 2744 Cheshire Drive, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2744 Cheshire Drive, Baldwin, 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 \$280.00 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: 1

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF SHORT PLACE, 88 FEET SOUTH OF LENOX ROAD. SEC 36, BLOCK 23601, AND LOT (S) 255, A/K/A 1354 SHORT PLACE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1354 Short Place, Baldwin, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3 of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on August 11, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group have two (2) fifty four inch by seventy two inch (54" x 72") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty four inch by sixty four inch (54" x 64") window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty four inch by one hundred two inch (54" x 102") window boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty inch by eighty two inch (30" x 82") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 1354 Short Place, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$453.98, the cost associated with the emergency services provided at 1354 Short Place, Baldwin, 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 \$553.98 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:

Item # 1
NOES:

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND INGROUND SWIMMING POOL, LOCATED ON THE WEST SIDE OF BELLMORE AVENUE, 154 FEET SOUTH OF MARION AVENUE. SEC 63, BLOCK 210, AND LOT (S) 32-34, A/K/A 2484 BELLMORE AVENUE, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2484 Bellmore Avenue, Bellmore, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on June 24, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to pump water out of a twenty inch by forty inch (20" x 40") by six foot (6') deep inground swimming pool, located at 2484 Bellmore Avenue, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2484 Bellmore Avenue, 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 \$280.00 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 RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF APPLE LANE, 297 FEET EAST OF CEDAR LANE. SEC 50, BLOCK 482, AND LOT (S) 25, A/K/A 1389 APPLE LANE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1389 Apple Lane, East Meadow, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on June 24, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) seventy eight inch by one hundred ninety two inch (78" x 192") garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by eighty eight inch (41" x 88") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty six inch by ninety one inch (36" x 91") door secured with one half inch (1/2") four (4) ply plywood, located at 1389 Apple Lane, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$501.36, the cost associated with the emergency services provided at 1389 Apple Lane, East Meadow, 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 \$601.36 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 RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF GOTHAM AVENUE, 110 FEET SOUTH OF MURRAY HILL STREET. SEC 32, BLOCK 427, AND LOT (S) 162, A/K/A 253 GOTHAM AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 253 Gotham Avenue, Elmont, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3. of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on July 19, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty four inch by eighty three inch (34" x 83") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 253 Gotham Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 253 Gotham 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 \$280.00 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 RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTHWEST CORNER OF BITTERSWEET LANE AND HICKORY LANE. SEC 45, BLOCK 169, AND LOT (S) 19, A/K/A 14 BITTERSWEET LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 14 Bittersweet Lane, Levittown, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3 of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on August 2, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty one inch by fifty three inch (41" x 53") window boarded with one half inch (1/2") four (4) ply plywood, one (1) six foot by seven foot (6' x 7') sliding glass door secured with one half inch (1/2") four (4) ply plywood and one (1) eight foot by twelve foot (8' x 12') window boarded with one half inch (1/2") four (4) ply plywood, located at 14 Bittersweet Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$489.89, the cost associated with the emergency services provided at 14 Bittersweet Lane, Levittown, 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 \$589.89 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:

Item # 1
NOES:

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

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

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

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

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

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

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

WHEREAS, on August 8, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to supply and install one (1) twenty foot by thirty foot (20' x 30') heavy duty tarp with furring strips to hold down and supply and install one (1) fifteen inch by twenty inch (15" x 20") heavy duty tarp with furring strips to hold down, located at 15 Penny Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,125.00, the cost associated with the emergency services provided at 15 Penny Lane, Levittown, 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 \$1,225.00 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 RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF WINDMILL LANE, 92 FEET EAST OF WINDMILL LANE. SEC 46, BLOCK 390, AND LOT (S) 26, A/K/A 17 WINDMILL LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on July 27, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to cut down tree branches equaling one hundred eighty one inches (181") and one hundred seventeen inches (117"), located at 17 Windmill Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 17 Windmill Lane, Levittown, 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 \$280.00 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 RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF ALEXIS ROAD AND CLUBHOUSE ROAD. SEC 62, BLOCK 219, AND LOT (S) 8, A/K/A 1710 ALEXIS ROAD, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1710 Alexis Road, Merrick, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on June 22, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty six inch by eighty two inch (36" x 82") reverse HUD on back door installed which was opened for inspection, located at 1710 Alexis Road, Merrick;

WHEREAS, on August 4, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have seven hundred feet (700') of tar paper supplied and installed, forty nine (49) sheets of tex-111 painted at seven dollars and twenty five cents (\$7.25) per sheet, three (3) sheets of soffit painted white under first (1st) floor overhand at seven dollars and twenty five cents (\$7.25) per sheet, one (1) forty inch by one hundred one inch (40" x 101") reverse HUD style door boarded with one half inch (1/2") four (4) ply plywood and one thousand five hundred sixty eight (1,568) square feet of tex-111 supplied and installed on the outside of the dwelling, located at 1710 Alexis Road, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$5,045.69, the cost associated with the emergency services provided at 1710 Alexis Road, 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 \$5,145.69 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: _____
Item # 1
NOES: _____
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF HEWLETT AVENUE AND KIRKWOOD AVENUE. SEC 56, BLOCK 175, AND LOT (S) 133, A/K/A 2370 HEWLETT AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2370 Hewlett Avenue, Merrick, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on June 23, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) two foot by four foot (2' x 4') garage door hole boarded with one half inch (1/2") four (4) ply plywood, located at 2370 Hewlett Avenue, Merrick;

WHEREAS, on July 20, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) seven foot by eight foot (7' x 8') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, located at 2370 Hewlett Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$367.60, the cost associated with the emergency services provided at 2370 Hewlett 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 \$467.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NO Item # 1

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE SOUTH SIDE OF IRMA DRIVE, 269 FEET EAST OF OCEANLEA DRIVE. SEC 43, BLOCK 391, AND LOT (S) 15, A/K/A 153 IRMA DRIVE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 153 Irma Drive, Oceanside, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on July 29, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps and have two (2) sliding glass door braces using two inch by four inch (2" x 4")'s to secure door closed and to prevent from opening up sliders side to side, located at 153 Irma Drive, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 153 Irma Drive, Oceanside, 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 \$280.00 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 # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST NEPTUNE AVENUE, 591 FEET NORTH OF WAUKENA AVENUE. SEC 54, BLOCK 410, AND LOT (S) 66, A/K/A 3258 NEPTUNE AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3258 Neptune Avenue, Oceanside, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on August 16, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open and re-secure one (1) six foot by seven foot (6' x 7') door, located at 3258 Neptune Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 3258 Neptune Avenue, Oceanside, 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 \$280.00 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

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTHWEST CORNER OF BENNETT AVENUE AND STEVENS STREET. SEC 55, BLOCK 320, AND LOT (S) 1206-1207, A/K/A 20 BENNETT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 20 Bennett Avenue, Roosevelt, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on August 11, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty six inch by eighty two inch (36" x 82") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty six inch by fifty seven inch (36" x 57") window boarded with one half inch (1/2") four (4) ply plywood, located at 20 Bennett Avenue, Roosevelt;

WHEREAS, on August 16, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) three foot by seven foot (3' x 7') door secured with one half inch (1/2") four (4) ply plywood, located at 20 Bennett Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$360.00, the cost associated with the emergency services provided at 20 Bennett Avenue, 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 \$460.00 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: Item # 1

NOES: Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF MANHATTAN AVENUE, 375 FEET NORTH OF ELIZABETH STREET. SEC 55, BLOCK 291, AND LOT (S) 166, A/K/A 90 MANHATTAN AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on August 9, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty five inch by eighty three inch (35" x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty five inch (39" x 85") door secured with one half inch (1/2") four (4) ply plywood and nine (9) window braces using two inch by four inch (2" x 4")'s to secure window closed and to prevent from opening windows up and down, located at 90 Manhattan Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 90 Manhattan Avenue, 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 \$280.00 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:

Item #

1

NOES:

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF TAYLOR AVENUE, 663 FEET EAST OF LONG BEACH AVENUE. SEC 55, BLOCK 410, AND LOT (S) 39, A/K/A 110 TAYLOR AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 110 Taylor Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3 of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on June 30, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have three (3) thirty eight inch by fifty two inch (38" x 52") windows boarded with one half inch (1/2") four (4) ply plywood, three (3) nineteen inch by fifty one inch (19" x 51") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) four foot by four foot (4' x 4') windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by fifty two inch (48" x 52") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty two inch by thirty six inch (32" x 36") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by thirty nine inch (37" x 39") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty one inch (36" x 81") door secured with one half inch (1/2") four (4) ply plywood, install two (2) lock and hasps and one (1) lock and chain, located at 110 Taylor Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$690.67, the cost associated with the emergency services provided at 110 Taylor Avenue, 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 \$790.67 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE EAST SIDE OF EDGEMERE AVENUE, 50 FEET SOUTH OF MACON PLACE. SEC 36, BLOCK 133, AND LOT (S) 235, A/K/A 677 EDGEMERE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 677 Edgemere Avenue, Uniondale, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on August 9, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have four (4) twenty four inch by sixty two inch (24" x 62") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by forty three inch (38" x 43") window boarded with one half inch (1/2") four (4) ply plywood, two (2) fifty one inch by seventy six inch (51" x 76") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, three (3) thirty eight inch by fifty one inch (38" x 51") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, four (4) twenty one inch by thirty inch (21" x 30") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty six inch by thirty nine inch (26" x 39") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by forty three inch (30" x 43") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty nine inch by thirty inch (29" x 30") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by fifty seven inch (41" x 57") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty one inch (40" x 81") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty three inch (36" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty three inch (33" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by eighty one inch (32" x 81") HUD style door boarded with one half inch (1/2") four (4) ply plywood and one (1) forty eight inch by eighty seven inch (48" x 87") HUD style door boarded with one half inch (1/2") four (4) ply plywood, located at 677 Edgemere Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,412.97, the cost associated with the emergency services provided at 677 Edgemere Avenue, Uniondale, 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 \$1,512.97 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF LOWELL ROAD, 490 FEET WEST OF FIRST PLACE. SEC 50, BLOCK 108, AND LOT (S) 13, A/K/A 700 LOWELL ROAD, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 700 Lowell Road, Uniondale, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on July 8, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) three foot by seven foot (3' x 7') door secured with one half inch (1/2") four (4) ply plywood and one (1) eighty six inch by one hundred twenty inch (86" x 120") garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, located at 700 Lowell Road, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$307.29, the cost associated with the emergency services provided at 700 Lowell Road, Uniondale, 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 \$407.29 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 RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF MATHILDA PLACE AND CEWELL AVENUE. SEC 36, BLOCK 144, AND LOT (S) 144, A/K/A 865 MATHILDA PLACE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 865 Mathilda Place, Uniondale, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on July 12, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty inch by forty eight inch (30" x 48") window boarded with one half inch (1/2") four (4) ply plywood and one (1) three foot by seven foot (3' x 7') door secured with one half inch (1/2") four (4) ply plywood, located at 865 Mathilda Place, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 865 Mathilda Place, Uniondale, 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 \$280.00 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 RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF NORTHERN PARKWAY, 699 FEET WEST OF UNIONDALE AVENUE. SEC 36, BLOCK 134, AND LOT (S) 40, A/K/A 573 NORTHERN PARKWAY, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 573 Northern Parkway, Uniondale, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on July 5, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty five inch by eighty four inch (35" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by eighty three inch (35" x 83") door, re-secured with existing boarded up wood and install one (1) lock, located at 573 Northern Parkway, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 573 Northern Parkway, Uniondale, 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 \$280.00 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: 1
Item # _____
NOES:
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF SMITH STREET, 240 FEET SOUTHWEST OF NEW STREET. SEC 50, BLOCK 362, AND LOT (S) 8, A/K/A 879 SMITH STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 879 Smith Street, Uniondale, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on August 9, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty two inch by eighty two inch (32" x 82") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty nine inch by eighty two inch (39" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 879 Smith Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 879 Smith Street, Uniondale, 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 \$280.00 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: 1
Item # 1
NOES:
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF WARREN STREET, 439 FEET SOUTH OF WESTBURY BOULEVARD. SEC 44, BLOCK 38, AND LOT (S) 191, A/K/A 273 WARREN STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 273 Warren Street, Uniondale, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3. of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on July 14, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open one (1) front door and re-secure for inspector and open one (1) back door and re-secure for inspector, located at 273 Warren Street, Uniondale;

WHEREAS, on August 11, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty two inch by forty inch (32" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by eighty two inch (38" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by eighty five inch (37" x 85") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and one (1) seven foot by eight foot (7' x 8') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, located at 273 Warren Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$570.13, the cost associated with the emergency services provided at 273 Warren Street, Uniondale, 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 \$670.13 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 RATIFYING AND CONFIRMING IMMEDIATE EMERGENCY ACTION POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN UNSAFELY STORED AIRCRAFT FROM THE RESIDENTIAL DRIVEWAY OF THE PREMISES, LOCATED ON THE NORTHEAST CORNER OF YALE STREET AND RIVERSIDE DRIVE, SECTION 43, BLOCK 397, LOT (S) 19, A/K/A 608 YALE STREET, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to remove the unsafely stored aircraft, located at 608 Yale Street, Oceanside, Town of Hempstead, New York; and

WHEREAS, the Commissioner of the Department of Buildings deemed the 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 removal of dangerous structures or Buildings on an emergency basis and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the only informal bid received was submitted by East Moriches Aerial Advertising LTD, 14 Millford Court, Ridge New York 11961 for \$1,760.00; and

WHEREAS, on April 21, 2016, the Commissioner of the Department of Buildings directed East Moriches Aerial Advertising LTD to immediately remove the unsafely stored aircraft located at 608 Yale Street, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,760.00, the cost associated with the emergency services provided at 608 Yale Street, Oceanside;

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 of Nassau, the Nassau County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,860.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question in the same manner as other taxes are levied and assessed against the premises at 608 Yale Street, Oceanside, N.Y.; and be it further:

RESOLVED, that upon receipt of all appropriate supporting documentation, East Moriches Aerial Advertising LTD, 14 Millford Court, Ridge, New York 11961 be reimbursed in the amount of \$1,760.00, for services actually provided as described herein, to be paid out of Building Department Account, Unsafe Buildings account number 030-002-3620-4300.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF NORTH BOULEVARD, 60 FEET EAST OF BAISLEY AVENUE. SEC 42, BLOCK 20, AND LOT(S) 124, A/K/A 28 NORTH BOULEVARD, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 28 North Boulevard, East Rockaway, Town of Hempstead, New York; and

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

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 28 North Boulevard, East Rockaway; and

WHEREAS, on August 10, 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 28 North Boulevard, East Rockaway, 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 # 3

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 DILAPIDATED ONE STORY MASONRY FRAME FORMER AMERICAN LEGION HALL, LOCATED ON THE NORTHWEST CORNER OF ATLANTIC AVENUE AND TERRELL AVENUE. SEC 38, BLOCK 400, AND LOT(S) 476, A/K/A NO # ATLANTIC AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at No # Atlantic Avenue, Oceanside, 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 No # Atlantic Avenue, Oceanside; and

WHEREAS, on August 17, 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 \$472.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$472.50, the cost associated with such services provided regarding No # Atlantic Avenue, Oceanside, New York.

WHEREAS, an additional charge of \$200.00 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 \$672.50 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 #

3

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND INGROUND SWIMMING POOL, LOCATED ON THE NORTH SIDE OF PERKINS AVENUE, 140 FEET EAST OF YOST BOULEVARD. SEC 43, BLOCK 286, AND LOT(S) 51-53, A/K/A 322 PERKINS AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 322 Perkins Avenue, Oceanside, 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 322 Perkins Avenue, Oceanside; and

WHEREAS, on June 6, 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 \$441.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$441.00, the cost associated with such services provided regarding 322 Perkins Avenue, Oceanside, 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 \$541.00 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 # 3

Case# 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING FORMAL BID NO. 1-2017 FOR THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE SOUTH SIDE OF LINCOLN AVENUE, 740 FEET EAST OF ASTOR PLACE, SECTION 55, BLOCK 547 AND LOT (S) 417, A/K/A 264 LINCOLN AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 995-2016, ADOPTED AUGUST 2, 2016, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structures 264 Lincoln Avenue, Roosevelt, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on January 11, 2017, and referred to the Building Department for review:

WHEREAS, The Commissioner of the Building Department recommends said bid B & A Commercial, Inc., P.O. Box 512, Oceanside New York 11572.

WHEREAS, based upon the bid totals, we recommend the following:

<u>No.</u>	<u>Name & Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	B & A Commercial, Inc. P.O. Box 512 Oceanside, New York 11572	\$61,000.00
2.	L & G Ruggiero, Inc. 1242 Hawthorne Drive East Wantagh, New York 11793	\$78,000.00
3.	Premium Contracting Services 239 Madison Avenue Island Park, New York 11558	\$78,600.00
4.	Gramercy Group 3000 Burns Avenue Wantagh, New York 11793	\$205,000.00

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #1-2017 for the demolition and removal of the two story wood frame one family dwelling with attached garage and removal of all litter and debris from premises, located on the South side of Lincoln Avenue, 740 feet East of Astor Place, Sec. 55, Block 547 and Lot(s) 417, A/K/A 264 Lincoln Avenue, Roosevelt, Town of Hempstead, is hereby awarded to B & A Commercial, Inc., P.O. Box 512, Oceanside New York 11572 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING FORMAL BID NO. 33-2016 FOR THE DEMOLITION AND REMOVAL OF A TWO STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE SOUTH SIDE OF JOY COURT BETWEEN SEAMANS NECK ROAD AND ANITA LANE, SECTION 52, BLOCK 482 AND LOT (S) 1, A/K/A 3766 JOY COURT, SEAFORD, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 1154-2016, ADOPTED SEPTEMBER 6, 2016, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structures 3766 Joy Court, Seaford, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on January 11, 2017, and referred to the Building Department for review:

WHEREAS, The Commissioner of the Building Department recommends said bid B & A Commercial, Inc., P.O. Box 512, Oceanside New York 11572.

WHEREAS, based upon the bid totals, we recommend the following:

<u>No.</u>	<u>Name & Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	B & A Commercial, Inc. P.O. Box 512 Oceanside, New York 11572	\$63,000.00
2.	Premium Contracting Services 239 Madison Avenue Island Park, New York 11558	\$73,800.00
3.	L & G Ruggiero, Inc. 1242 Hawthorne Drive East Wantagh, New York 11793	\$78,000.00
4.	Gramercy Group 3000 Burns Avenue Wantagh, New York 11793	\$165,000.00

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #33-2016 for the demolition and removal of the two story split level wood frame one family dwelling with basement garage and removal of all litter and debris from premises, located on the South side of Joy Court, between Seamans Neck Road, Sec. 52, Block 482 and Lot(s) 1, A/K/A 3766 Joy Court, Seaford, Town of Hempstead, is hereby awarded to B & A Commercial, Inc., P.O. Box 512, Oceanside New York 11572 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: Item #

5

Case #

6542

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING PART II OF SENIOR ENRICHMENT BIDS FOR CONTRACT #16-2017, COVERING PERIOD UPON AWARD THROUGH DECEMBER 31, 2019, YEARLY REQUIREMENTS FOR CHARTER BUS TRANSPORTATION AS PER SPECIFICATIONS.

WHEREAS, the Director of Purchasing, on behalf of the Department of Senior Enrichment's request for yearly charter bus transportation, covering period upon award through December 31, 2019, advertised for bids requirements for charter bus transportation as per specifications;

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Director of Purchasing on Wednesday, January 11, 2017 ; and

WHEREAS, the following bids were referred to the Department of Senior Enrichment for examination and report:

Independent Coach Corp.
25 Wanser Ave
Inwood, NY 11096

Part II

Group I \$332.00 per day-buses must be air conditioned
\$352.00 per day-Lift buses must be air conditioned
II \$399.00 full
\$299.00 half-day

Veteran's Transportation Co. Inc.
P.O. Box 219, 3 Cleveland Street
Valley Stream, NY 11580

Part II

Group I No Bid
II \$529.00 full-day
\$331.00 half-day

First Student, Inc.
295 Duffy Ave
Hicksville, NY 11801

Part II

Group I \$600.00 per day-buses must be air conditioned
\$540.00 per day-Lift buses must be air conditioned
II No Bid
No Bid

WHEREAS, The Department of Senior Enrichment has reported that the bids submitted by Independent Coach Corp. are the lowest bids for Part II Group I and Group II and has recommended acceptance for said bids to the Town Board, and it appears that said bidder is duly qualified and;

NOW, THEREFORE, BE IT

Item # 6
Case # 12294

RESOLVED, that the bids of Independent Coach Corp. for Part II Group I (Summer Program) and Group II (All Year Round) be and the same hereby are accepted; and, BE IT

FURTHER RESOLVED, that the bidders' performance bond and insurance policies as required and when approved by the Town Attorney be filed in the Town Clerk's office with the respective bids; and, BE IT

FURTHER RESOLVED, that the Supervisor be and he hereby is authorized to make payments from the following Senior Enrichment Account # 010-004-6772-4930 to Independent Coach Corp., for Part II Group I and Group II, covering contract period upon award through December 31, 2019.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

RESOLUTION NO.

Adopted:

offered the following resolution and moved for its adoption:

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT #16-2017 FOR CHARTER BUS TRANSPORTATION AS PER SPECIFICATIONS STARTING UPON DATE OF AWARD AND ENDING THREE YEARS THEREAFTER.

WHEREAS, the Director of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for charter bus transportation; and

WHEREAS, the bids submitted pursuant such advertisement were opened and read in the office of the Director of Purchasing on January 11, 2017 at 11 o'clock in the forenoon; and

WHEREAS, three (3) bids were submitted pursuant to such advertisement from the following bidders, and were referred to the Commissioner of the Department of Parks and Recreation for examination and report:

Independent Coach Corp.
25 Wanser Avenue
Inwood, N.Y. 11096

First Student, Inc.
800 Vine Street, Ste. 1400
Cincinnati, O.H. 45202

Veterans Transportation Co., Inc.
3 Cleveland Street
Valley Stream, N.Y. 11580

and

WHEREAS, the submitted bids may be summarized as follows:

GROUP I (SUMMER PROGRAM: Daily Buses – Camp Anchor)

<u>22 ea. SCHOOL BUSES</u>	<u>AMOUNT</u>
Independent Coach Corp.	\$349.00
First Student \$100 per hour, 6 hour minimum	\$600.00
Veteran's Transportation Co. Inc	NO BID

<u>15 ea. LIFT BUSES</u>	
Independent Coach Corp.	\$339.00
First Student \$90 per hour, 6 hour minimum	\$540.00
Veteran's Transportation Co. Inc.	NO BID

GROUP II (ALL YEAR ROUND-Field Trips Camp Anchor)
1-10 ea. SCHOOL BUSES

<u>1.15-MILE RADIUS</u>	
Independent Coach Corp.	\$199.00
First Student \$100 per hour, 4 hours minimum	\$400.00
Veteran's Transportation Co. Inc.	NO BID

<u>2.25-MILE RADIUS</u>	
Independent Coach Corp.	\$214.00
First Student \$100 per hour, 4 hours minimum	\$400.00
Veteran's Transportation Co. Inc.	NO BID

Item # 7
Case # 12294

3.35-MILE RADIUS

Independent Coach Corp.	\$239.00
First Student \$100 per hour, 6 hours minimum	\$600.00
Veteran's Transportation Co. Inc.	NO BID

4.50-MILE RADIUS

Independent Coach Corp.	\$284.00
First Student \$100 per hour, 6 hours minimum	\$600.00
Veteran's Transportation Co. Inc.	NO BID

8 ea. LIFT BUSES

1.15-MILE RADIUS

Independent Coach Corp.	\$199.00
First Student \$90 per hour, 4 hours minimum	\$360.00
Veteran's Transportation Co. Inc.	NO BID

2.25-MILE RADIUS

Independent Coach Corp.	\$214.00
First Student \$90 per hour, 4 hours minimum	\$360.00
Veteran's Transportation Co. Inc.	NO BID

3.35-MILE RADIUS

Independent Coach Corp.	\$239.00
First Student \$90 per hour, 6 hours minimum	\$540.00
Veteran's Transportation Co. Inc.	NO BID

4.50-MILE RADIUS

Independent Coach Corp.	\$284.00
First Student \$90 per hour, 6 hours minimum	\$540.00
Veteran's Transportation Co. Inc.	NO BID

GROUP III (ALL YEAR ROUND- Hourly Buses)

<u>FOUR HOURS</u>	<u>APPROX. # OF SCHOOL BUSES</u>	<u>APPROX. ONE LIFT BUS</u>
Independent Coach Corp.	\$319.00	\$309.00
First Student	\$400.00	\$360.00
Veteran's Transportation Co. Inc.	NO BID	NO BID

FIVE HOURS

Independent Coach Corp.	\$338.00	\$339.00
First Student	\$500.00	\$450.00
Veteran's Transportation Co. Inc.	NO BID	NO BID

SIX HOURS

Independent Coach Corp.	\$399.00	\$399.00
First Student	\$600.00	\$540.00
Veteran's Transportation Co. Inc.	NO BID	NO BID

SEVEN HOURS

Independent Coach Corp.	\$399.00	\$399.00
First Student	\$700.00	\$630.00
Veteran's Transportation Co. Inc.	NO BID	NO BID

GROUP IV (ATLANTIC BEACH ESTATES)

Shuttle Transportation (per day)

Independent Coach Corp.	\$439.00
First Student	\$795.00
Veteran's Transportation Co. Inc.	NO BID

CASH DISCOUNT

Independent Coach Corp.	0%
First Student	2%
Veteran's Transportation Co. Inc.	0%

WHEREAS, the Department of Parks and Recreation has reviewed the bids and feels it would be in the best interest of the Town to award the contract for charter bus transportation to the low bidder, Independent Coach Corp., 25 Wanser Avenue, Inwood, N.Y., 11096, for Groups I, II, III, and IV.

NOW, THEREFORE, BE IT

RESOLVED, that the bids from Independent Coach Corp., 25 Wanser Avenue, Inwood, N.Y., 11096, be awarded for Groups I, II, III, and IV; and

BE IT FURTHER

RESOLVED, that the Supervisor be and is hereby authorized to make payments from Parks and Recreation Code 400-007-7110-4930, Transportation.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

 offered the following resolution and moved
its adoption:

RESOLUTION ACCEPTING SPONSORSHIP
FOR SUPPORT OF SENIOR CITIZENS' PROGRAMS
OF THE DEPARTMENT OF SENIOR ENRICHMENT.

WHEREAS, the Town Of Hempstead provides educational,
social, recreational, and cultural programs to the elderly within
the Township: and

WHEREAS, the continuation and conduct of said senior
citizens' programs is in the public interest; and

WHEREAS, an institution has offered to make a donation for
the purpose of funding said programs in the amount as follows:

Empire BlueCross BlueShield
AMERIGROUP CORPORATION \$ 300.00

and, WHEREAS, pursuant to Section 64 (8) of the Town Law of the
State of New York, the Town Board deems it to be in the public
interest to accept the above-mentioned donation; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized
and directed to accept funds donated by the afore-mentioned
institution in the amount listed above, to be deposited into the
Code 010-004-6772-2705, Town General Fund Gifts and Donations
Revenue Account.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

8

Case #

13441

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION ACCEPTING SPONSORSHIP
FOR SUPPORT OF SENIOR CITIZENS' PROGRAMS
OF THE DEPARTMENT OF SENIOR ENRICHMENT.

WHEREAS, the Town Of Hempstead provides educational,
social, recreational, and cultural programs to the elderly within
the Township: and

WHEREAS, the continuation and conduct of said senior
citizens' programs is in the public interest; and

WHEREAS, an institution has offered to make a donation for
the purpose of funding said programs in the amount as follows:

ELDERPLAN	
HOME FIRST	\$ 600.00

and, WHEREAS, pursuant to Section 64 (8) of the Town Law of the
State of New York, the Town Board deems it to be in the public
interest to accept the above-mentioned donation; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized
and directed to accept funds donated by the afore-mentioned
institution in the amount listed above, to be deposited into the
Code 010-004-6772-2705, Town General Fund Gifts and Donations
Revenue Account.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

8

Case #

13441

CASE NO. 311

RESOLUTION NO

RESOLUTION RE: MATTHEW HAVER, QUENTIN SEIP,
MIGUEL MADERA CHRISTOPHER MALTA, AS AN ACTIVE
MEMBERS IN THE EMPIRE HOSE COMPANY NO. 3,
MERRICK, NEW YORK.

ADOPTED:

offered the following resolution and moved its
adoption:

RESOLVED, that the action of, EMPIRE HOSE
COMPANY NO. 3, MERRICK, NEW YORK in accepting
Matthew Haver, residing at [REDACTED], Merrick, New York
11566, Quentin Seip, [REDACTED] Merrick, New York
11566, Miguel Madera, [REDACTED] [REDACTED]. Merrick, New York 11566
Christopher Malta, [REDACTED] [REDACTED]. Merrick, New York 11566,
into the Company rolls, as a member, be and the same hereby is
ratified and approved.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

9

Case #

311

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilperson
resolution and moved its adoption:

Offered the following

RESOLUTION DECLARING EQUIPMENT IN THE OFFICE OF THE RECEIVER OF TAXES OFFICE TO BE OBSOLETE AND AUTHORIZING THE DISPOSAL THEREOF.

WHEREAS, the Receiver of Taxes advises this Town Board that certain mailroom equipment should be declared obsolete and disposed of, as such equipment is no longer economically serviceable for its original purpose and will be replaced with new equipment; and

WHEREAS, the Receiver of Taxes advises this Town Board that he believes this equipment has no value as equipment to be used for other purposes or salvage and that the following equipment be judged obsolete and authorization granted to dispose of same:

Pitney-Bowes DM900
Serial Number: 004872

WHEREAS, it appears in the public interest that such equipment should be disposed of;

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment be and they hereby are declared obsolete in their primary function in the Office of the Receiver of Taxes should be disposed.

The foregoing resolution was adapted upon roll call as follows:

AYES:

NOES:

Item # 10
Case # 2964

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER OF
PUBLIC SAFETY TO DISPOSE OF CERTAIN RECORDS
IN THE DEPARTMENT OF PUBLIC SAFETY.**

WHEREAS, the Department of Public Safety has requested permission to dispose of certain records here-in-below identified pursuant to Section 57-A 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 Public Safety be and hereby is authorized to dispose of Correspondence, Incident Reports, Law Enforcement Reports, Alarm Records, Employee Time Records (Roll Calls), Communication Logs, Employee Time Cards, Sheets and Books, Invoices and Packing Slips, Building or Facility Security Records, Traffic and Parking Violations Records and Employee Requests for Use of Entitlements as per Retention and Disposition Schedule No. MU-1, pursuant to Part 185, Title of the Official Compilation of Codes, Rules and Regulations of the State of New York; and

BE IT FURTHER

RESOLVED, that the Commissioner of Public Safety be and hereby is authorized to dispose of the aforementioned records and files from the Department of Public Safety in accordance with the minimum legal retention periods set forth in New York State Records Retention and Disposition Schedule No. MU-1.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

4724

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its
adoption:

RESOLUTION AUTHORIZING THE TOWN CLERK
TO DISPOSE OF CERTAIN RECORDS IN THE OFFICE OF
THE TOWN CLERK

WHEREAS, the Office of the Town Clerk has requested permission to
dispose of certain records herein below identified pursuant to Section 57-A 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
Nasrin G. Ahmad, Town Clerk, be and hereby is authorized to dispose of General Vital
Records Correspondence as per Retention and Disposition Schedule, Vital Records
Section, pursuant to Part 185, Title of the Official Compilation of Codes, Rules and
Regulations of the State of New York; and

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to dispose of
certain records from the Office of the Town Clerk in accordance with the minimum legal
retention periods set forth in New York State Records Retention and Disposition
Schedule, Vital Records Section.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

4724

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its
adoption:

RESOLUTION AUTHORIZING THE TOWN CLERK
TO DISPOSE OF CERTAIN RECORDS IN THE OFFICE OF
THE TOWN CLERK

WHEREAS, the Office of the Town Clerk has requested permission to
dispose of certain records herein below identified pursuant to Section 57-A 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 Nasrin G.
Ahmad, Town Clerk, be and hereby is authorized to dispose of Marriage Affidavits and
Marriage Correspondence as per Retention and Disposition Schedule, Vital Records
Section, pursuant to Part 185, Title of the Official Compilation of Codes, Rules and
Regulations of the State of New York; and

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to dispose of
certain records from the Office of the Town Clerk in accordance with the minimum legal
retention periods set forth in New York State Records Retention and Disposition
Schedule, Vital Records Section.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 12
Case # 4724

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN CLERK TO DISPOSE OF CERTAIN RECORDS IN THE OFFICE OF THE TOWN CLERK

WHEREAS, the Office of the Town Clerk has requested permission to dispose of certain records herein below identified pursuant to Section 57-A 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 Nasrin G. Ahmad, Town Clerk, be and hereby is authorized to dispose of Bingo BC7's, Alcoholic Beverage Licenses, Bingo Inspector Reports, Block Party Permits, Hunting Licenses, Peddlers Licenses, Taxi Driver Licenses and Owners Licenses, Tow Car Owners Licenses, Receipt Books, Fingerprints, Special Event Licenses, Second Hand Dealer Licenses, Parking Permit Requests, Going Out of Business, Daily Cash Records, Parade Permit Requests, Dog Licenses, Intermediary Fiscal Records of Receipts and Disbursements, Copy of Canceled Checks, Deposit Slips, Daily, Weekly, Monthly, Quarterly or Other Periodic Fiscal Reports, Cash Transaction Records, Sidewalk Files, Claims, Summons, Games of Chance, Private Carter, Employee Time Cards, Employee Time Records, Special District Minutes, Rejected Bids and Freedom of Information Requests as per Retention and Disposition Schedule No. MU-1, pursuant to Part 185, Title of the Official Compilation of Codes, Rules and Regulations of the State of New York; and

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to dispose of certain records from the Office of the Town Clerk in accordance with the minimum legal retention periods set forth in New York State Records Retention and Disposition Schedule No. MU-1.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 4724

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE GIRL SCOUTS OF NASSAU COUNTY, INC. TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-13, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING A SPECIAL EVENT FEBRUARY 5, 2017 (RAINDATE FEBRUARY 11, 2017)

WHEREAS, the Girl Scouts of Nassau County, Inc. c/o Tricia Keskinen, 670 New York Avenue, Baldwin, New York 11510 had requested to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding a Special Event February 5, 2017 (Raindate February 11, 2017); and

WHEREAS, this Town Board deemed it to be in the public interest to have granted said permission, and BE IT

RESOLVED, that permission granted to the Girl Scouts of Nassau County, Inc., c/o Tricia Keskinen, 670 New York Avenue, Baldwin, New York 11510 to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding a Special Event February 5, 2017 (Raindate February 11, 2017) is hereby ratified and confirmed; and

BE IT FURTHER

RESOLVED, and that in conducting said activity the Girl Scouts of Nassau County, Inc. complied with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

20915

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AWARDDING CONTRACT #78-2016 FOR
WATER QUALITY MONITORING ANALYSES FROM
VARIOUS TOWN DISTRICT WELLS.**

WHEREAS, the Director of Purchasing of the Town of Hempstead on behalf of the Department of Water duly advertised for bids for Water Quality Monitoring Analyses from various Town district wells; and

WHEREAS, said Contract is to provide Water Quality Monitoring Analyses from various Town district wells for a three year period ending December 31, 2019; and

WHEREAS, the bid submitted pursuant to such advertisement was opened and read in the office of the Director of Purchasing on November 9, 2016; and

WHEREAS, the following bid was received for said Contract and referred to the Commissioner of the Department of Water for examination and report:

<u>Name & Address of Bidder</u>	<u>Items A – H (Annual Comparative Bid)</u>
Pace Analytical Services 575 Broadhollow Rd. Melville, NY 11747	\$55,450.00

and

WHEREAS, it has been determined that the bid received by Pace Analytical Services, 575 Broadhollow Rd., Melville, NY 11747, meets the qualifications proposed for Items A through H and is acceptable as stated; and

WHEREAS, the Commissioner of the Department of Water has determined that Pace Analytical Services is duly qualified and recommends the acceptance of said bid to the Town Board for a three year period ending December 31, 2019.

NOW, THEREFORE, BE IT

RESOLVED, that Contract #78-2016 for Water Quality Monitoring Analyses from various Town Water District wells is awarded to Pace Analytical Services, 575 Broadhollow Rd., Melville, NY 11747, for a three year period ending December 31, 2019; and BE IT FURTHER

RESOLVED, that the Supervisor hereby is authorized and directed to make payments for such Water Quality Monitoring Analyses in accordance with Contract #78-2016 from the Department of Water Account 500-006-8310-4670, Laboratory Services.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 14
Case # 22356

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption as follows:

RESOLUTION AMENDING RESOLUTION NO. 715-2016 AMENDING RESOLUTION NO. 545-2016 FOR RENTAL OF EQUIPMENT FOR THREE (3) XEROX D125 BLACK & WHITE COPIERS AND ONE (1) XEROX C70 COLOR COPIER IN USE IN THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, NYS CONTRACT # PT66616.

WHEREAS, the Town Board on May 24, 2016 adopted Resolution No.715-2016 authorizing a purchase at zero interest for 60 months on NYS Contract # PT66616 for three (3) Xerox D125 Black & White copiers & one (1) Xerox C70 Color copier; and

WHEREAS, Resolution 715-2016 authorized the payment for rental of major equipment to be made to S3 LLC, c/o MB Financial Bank, 6111 North River, 6th floor, Rosemont, Illinois 60018, Account# 183 004 7201, Routing# 071001737 and the payment of base service to be made out to S3 LLC, Attention: Sal Lupo, 516 Cherry Lane, Floral Park, NY 11001; and

WHEREAS, Resolution No.715-2016 is hereby amended to authorize the payments to go directly to S3 LLC, Attention: Sal Lupo, 516 Cherry Lane, Floral Park, NY 11001 and shall in all other respects remain in full force and effect; and

NOW, THEREFORE, BE IT

RESOLVED, that all future payments be made to S3 LLC, Attention: Sal Lupo, 516 Cherry Lane, Floral Park, NY, 11001 for rental of equipment for three (3) Xerox D125 Black & White Copiers, one (1) Xerox C70 Color Copier and for the payment of base service for 60 months totaling a sum not to exceed \$7,694.18 (Seven Thousand Six Hundred Ninety Four Dollars and Eighteen Cents) payable monthly in arrears with payments made from Account Number 010-001-1490-4250 Maintenance of Major Rental Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 17437

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 1794-2016 WHICH ACCEPTED THE PROPOSAL OF ROUTESMART TECHNOLOGIES, INC. FOR ON-SITE CUSTOMIZED TRAINING AND SUPPORT FOR THE ROUTESMART SOFTWARE INSTALLATIONS FOR THE DEPARTMENT OF SANITATION AND THE PROPOSAL FOR THE UPGRADE OF THE UNDERLYING GIS SOFTWARE PROGRAM

WHEREAS, on November 29, 2016 this Town Board did adopt Resolution No. 1794-2016 Accepting the Proposal of Routesmart Technologies, Inc. for On-Site Customized Training and Support for the Routesmart Software Installations for the Department of Sanitation and the Proposal for the Upgrade of the Underlying GIS Software Program; and

WHEREAS, the resolution provided for an expenditure of \$11,127.40 for ArcGIS Desktop Single Use License; ArcGIS for Server Workgroup Standard Up to Two Core Licenses and ArcGIS Desktop Standard Concurrent Use License for the upgrade of the underlying GIS Software Program; and

WHEREAS, after a further review of the Department's use of the underlying GIS software program it was determined that the ArcGIS for Server Enterprise Standard (Up to Four Core Licenses) together with the ArcGIS Desktop Basic, Single Use and ArcGIS Desktop Standard, Concurrent Use would better meet the needs of the Department; and

WHEREAS, the further upgrade to the system will require an increase in funding of \$12,362.00; and

WHEREAS, it is in the public interest to increase the upgrade to the underlying GIS Software program;

NOW, THEREFORE, BE IT

RESOLVED, that Resolution No. 1794-2016 be amended to authorize a change to the GIS Software System upgrade to the ArcGIS for Server Enterprise Standard (Up to Four Core Licenses) together with the ArcGIS Desktop Basic, Single Use and ArcGIS Desktop Standard, Concurrent Use; and BE IT FURTHER

RESOLVED, that the additional cost of \$12,362.00 is hereby authorized; and BE IT FURTHER

RESOLVED, that total amount authorized by Resolution No. 1794-2016 be increased from \$39,077.40 to \$51,439.40; and BE IT FURTHER

RESOLVED, that there shall be no change to the portion of Resolution No. 1794-2016 relating to on-site customized training and support; and BE IT FURTHER

RESOLVED, that the charges, in an amount not to exceed \$51,439.40, for services provided pursuant to these proposals be made and paid out of Town of Hempstead Department of Sanitation Fees & Services Operating Account Code #300-006-8110-4151.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

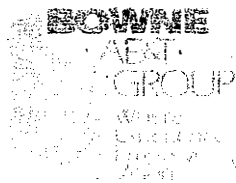
* * * * *

Item # 16

Case # 9177



The world's most intelligent routing system.



RouteSmart Technologies, Inc.

235 East Jericho Turnpike
PO Box 109
Mineola, NY 11501-0109
Phone: 516-746-2350
Fax: 516-747-1396
www.bownegroup.com

February 3, 2017

Tom Metzger
Superintendent of Sanitation
Town of Hempstead,
Department of Sanitation
1600 Merrick Road
Merrick, NY 11566

Re: 2017 Esri Software Upgrade

Dear Superintendent Metzger,

Bowne Management Systems, (Bowne), with Route Smart Technologies, Inc (RouteSmart) is pleased to provide you with this quote for the requested Esri software. This quote represents a pass-through sale, with RouteSmart acting as the intermediate agent between Esri and the Town.

Our fee below reflects the quoted prices from Esri, with no additional administrative costs or increase in fees. Upon approval of this quote, we will purchase the software directly from Esri, and then sell it, at cost, to the Town.

Esri Material	Qty	Software	Cost
93198	1	ArcGIS Desktop Basic, Single Use	\$ 1,236.00
86353	1	ArcGIS Desktop Standard, Concurrent Use	\$ 5,769.40
109065	1	ArcGIS Server, Enterprise Standard (up to 4 cores)	\$ 16,484.00
		S&H	0.00
		Sales Tax	0.00
		Total	\$ 23,489.40

Please feel free to contact me if you have any questions or require further information.

Sincerely,

Christopher Kobos
Vice President, GIS Services

(516) 746-2350 ext. 1536
ckobos@bownegroup.com

APPROVED

COMMISSIONER OF SANITATION



Quotation # 20497224

Date: November 7, 2016

Customer # 196131 Contract # 305303

Town of Hempstead
Sanitation Dept
1600 Merrick Rd
Hempstead, NY 11566

ATTENTION: Dan Blafford
PHONE: 517-812-3225
FAX:

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
1325 Morris Drive, Suite #201
Chesterbrook, PA 19087
Phone: 610-644-3374 Fax: 610-644-3379
DUNS Number: 06-313-4175 CAGE Code: 0AMS3
To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/07/2016 To: 02/05/2017

Material	Qty	Description	Unit Price	Total
109065	1	ArcGIS for Server Enterprise Standard (Windows) Up to Four Cores License	16,484.00	16,484.00
			Item Total:	16,484.00
			Subtotal:	16,484.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$16,484.00

*ONLY STARRED ITEMS ARE APPLICABLE SEE
ATTACHED EMAIL FROM ROUTESMAN*

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Sealy	Email: jsealy@esri.com	Phone: 610-644-3374 x5922
<p>The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.</p>		
<p><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></p>		

SEALYJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # 20497224

Date: November 7, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
1325 Morris Drive, Suite #201
Chesterbrook, PA 19087
Phone: 610-644-3374 Fax: 610-644-3379
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 196131 Contract # 305303

Town of Hempstead
Sanitation Dept
1600 Merrick Rd
Hempstead, NY 11566

ATTENTION: Dan Blafford
PHONE: 517-812-3225
FAX:

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/07/2016 To: 02/05/2017

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Sealy Email: jsealy@esri.com Phone: 610-644-3374 x5922

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

SEALYJ

This offer is limited to the terms and conditions incorporated and attached herein.



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

DELIVERY

FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.



Quotation # 20497224

Date: November 7, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 196131 Contract # 305303

Town of Hempstead
Sanitation Dept
1600 Merrick Rd
Hempstead, NY 11566

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/07/2016 To: 02/05/2017

ATTENTION: Dan Blafford
PHONE: 517-812-3225
FAX:

Material	Qty	Description	Unit Price	Total
* 93198	1	ArcGIS Desktop Basic Single Use License	1,236.00	1,236.00
109897	1	ArcGIS for Server Workgroup Standard Up to Two Cores License	4,122.00	4,122.00
			Item Total:	5,358.00
			Subtotal:	5,358.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$5,358.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
87143	1	ArcGIS Desktop Basic Concurrent Use License	2,884.70	2,884.70
* 86353	1	ArcGIS Desktop Standard Concurrent Use License	5,769.40	5,769.40
109044	1	ArcGIS for Server Workgroup Standard One Core Additional License	2,060.00	2,060.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Tessa Chen Email: tessa_chen@esri.com Phone: (909) 793-2853 x1296

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

CHENT

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Quotation # 20497224

Date: November 7, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 196131 Contract # 305303
Town of Hempstead
Sanitation Dept
1600 Merrick Rd
Hempstead, NY 11566

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/07/2016 To: 02/05/2017

ATTENTION: Dan Blafford
PHONE: 517-812-3225
FAX:

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If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative	Date
Name (Please Print)	
Title	

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Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Tessa Chen	Email: tessa_chen@esri.com	Phone: (909) 793-2853 x1296
<p>The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 5.1.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.</p> <p style="text-align: center;"><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></p>		

CHENT **This offer is limited to the terms and conditions incorporated and attached herein.**



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To expedite your order, please reference the quotation number on your purchase order.

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IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

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Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION REJECTING ALL BIDS FOR 2016
CONTRACT FOR THE REMOVAL OF TREES WITHIN THE
HIGHWAY R.O.W. AT VARIOUS LOCATIONS IN THE
UNINCORPORATED AREAS OF THE TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK
PW# 41-16

WHEREAS, the Commissioner of General Services advertised for bids for 2016 Contract, for the removal of trees within the Highway R.O.W. at various locations in the unincorporated areas of the , Town of Hempstead, Nassau County, New York, PW# 41-16 and

WHEREAS, due to the increased utilization of in-house town personnel for tree removals, the Commissioner of Engineering recommends it is in the public interest to reject all of said bids.

NOW, THEREFORE, BE IT

RESOLVED, that all of the bids submitted, opened and read for said 2016 Contract, for the removal of trees within the Highway R.O.W. at various locations in the unincorporated areas of the , Town of Hempstead, Nassau County, New York, PW# 41-16 be and the same hereby are rejected.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

17

Case #

7727

CASE NO.

RESOLUTION NO.

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF ENGINEERING TO EXECUTE AN AGREEMENT WITH LOUIS BARBATO LANDSCAPING INC. FOR THE REMEDIATION OR REPLACEMENT OF DISEASED PEAR TREES IN THE TOWN OF HEMPSTEAD AT NO FURTHER COST TO THE TOWN.

WHEREAS, Louis Barbato Landscaping Inc., was the successful bidder for the Town tree planting contract under public works # 52-15, and such contract was awarded to Barbato by the Town Board by resolution #1219-2015 dated October 1, 2015, entered into by the parties on or about October 26th, 2015; and

WHEREAS, not less than 318 pear trees provided by Barbato have either died or are dying of disease and;

WHEREAS, Louis Barbato Landscaping Inc. has executed a further agreement to remediate or replace the said pear trees to the satisfaction of the Town of Hempstead;

WHEREAS, the agreement has been reviewed by the Department of Engineering and the Town Attorney's Office, which both recommend that the agreement be entered into by the Town,

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Engineering be and is authorized to execute the agreement and all related necessary documentation with Louis Barbato Landscaping Inc. to provide remediation or replacement of not less than 318 pear trees in the Town of Hempstead, at no further cost to the Town.

AYES:

NOES:

Item #

18

Case #

7737

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO CANON SOLUTIONS AMERICA, INC FOR MAINTENANCE OF TDS 320 WIDE FORMAT PRINTER WITH SCANNER SYSTEM IN THE ENGINEERING DEPARTMENT, TOWN OF HEMPSTEAD

WHEREAS Canon Solutions America, Inc., 12379 Collections Center Drive, Chicago IL, 60693 has submitted Invoice Numbers 988780857 and 98878829 for the maintenance of the Engineering Department TDS 320 wide format printer, serial number 332009602 and TDS311NA scanner, serial number 331507930 for the period December 1, 2016 to November 30, 2017 at a total annual cost of \$3703.32 and the Commissioner of Engineering recommends the acceptance of said proposal;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to pay the above sum of money to Canon Solutions America, Inc for the maintenance of the Engineering Department TDS 320 wide format printer, serial number 332009602 and TDS311NA scanner, serial number 331507930 for the period December 1, 2016 to November 30, 2017 at a total annual cost of \$3703.32 from Engineering Department Account #010-001-1440-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

19

Case #

6317

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING A PROPOSAL FROM DOVER GOURMET CORP. AND AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN SAID CORPORATION AND THE TOWN OF HEMPSTEAD FOR THE MANAGEMENT AND OPERATION OF FOOD CONCESSION STANDS AND VENDING MACHINES IN VARIOUS TOWN PARKS FOR AN INITIAL TERM OF FIVE YEARS.

WHEREAS, the Town of Hempstead is desirous of entering into a license agreement for the management and operation of food concession stands and vending machines located in various Town parks; and

WHEREAS, the Town's Department of Parks and Recreation issued a "Request for Proposals" from qualified concessionaire vendors in connection therewith and one proposal was received pursuant thereto; and

WHEREAS, the single submitted proposal may be briefly summarized as follows:

- | | |
|------------------------------|----------------------------|
| 1. Dover Gourmet Corporation | Annual license fee |
| 27 St. John's Place | for initial five year term |
| Freeport, NY 11520 | of \$18,000.00 |

and;

WHEREAS, the Commissioner of Parks and Recreation, in consultation with the Town's Attorney's Office, prepared the terms of a License Agreement, subject to Town Board authorization and execution by the Commissioner; and

WHEREAS, such proposed License Agreement is deemed to adequately protect the rights and interest of the Town and its residents for use of the concession stands and vending machines during the term of the License Agreement and the Commissioner recommends to the Town Board that it be executed by the Commissioner on behalf of the Town; and

WHEREAS, the initial term of the License Agreement will be for five years commencing as of May 30, 2016 subject to a renewal term of five years provided the Licensee is in substantial compliance with the terms and conditions of the License Agreement; and

WHEREAS, this Town Board deems it to be in the Public Interest to enter into this License Agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and he hereby is authorized to execute the proposed License Agreement with Dover Gourmet Corp. of Freeport, New York, including any and all related documentation as may be required in connection therewith, for the management and operation of the concession stands and vending machines in various Town parks for an initial term of five years.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20
Case # 29659

CONCESSIONAIRE LICENSE AGREEMENT FOR VARIOUS TOWN PARKS

THIS AGREEMENT (hereinafter referred to as the "Agreement" or the "License Agreement") is made as of this ___ day of _____ 2017, by and between the Town of Hempstead, hereinafter called the ("Licensor" or the "Town"), a municipal corporation of the State of New York, located in the County of Nassau, acting by and through the Commissioner, hereinafter called the ("Commissioner"), of the Town's Department of Parks and Recreation, hereinafter called the ("Department"), having its principal office at 200 North Franklin Street, Hempstead, NY 11550, and Dover Gourmet Corporation, an independent contractor, with its usual place of business at 27 St. John's Place, Freeport, NY 11520 hereinafter called the ("Licensee").

WHEREAS, the Town exercises jurisdiction and control over Town Parks located within its boundaries; and

WHEREAS, the Town desires to enter into an exclusive License Agreement with a qualified vendor to manage and operate the various food concession stands and vending machines located in each of the Town Parks listed on Schedules "A" and "B" annexed to this Agreement and made a part hereof, as well as to operate on an exclusive basis, mobile ice cream trucks therein; and

WHEREAS, the Licensee desires to obtain a license from the Town to manage and operate each of the food concession stands and vending machines located in the Town Parks set forth on Schedules "A" and "B", as well as to operate on an exclusive basis, mobile ice cream and food trucks therein and at Town Events; and

WHEREAS, it is the desire and intent of the Licensor and the Licensee that this Agreement shall constitute a license agreement and because the parties wish to resolve any and all questions concerning the intent and purpose of this Agreement, it is hereby stated and stipulated that the Licensee is not a lessee of the food concession stands and vending machines that are subject to this Agreement. This Agreement constitutes a license for the purpose of managing the operation of the food concession stands and vending machines located within the Town Parks listed on Schedules "A" and "B" and the Licensee holds no property interest, or interest which is taxable, in the underlying real estate.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE ONE: The Licensor hereby grants to the Licensee the exclusive right and privilege to manage the operation of the food concession stands and vending machines located in the Town Parks listed in Schedules "A" and "B" (and such other Town Park Concession Stands as Licensor may wish to have the Licensee operate by having the Commissioner notify the Licensee of such additional Park facilities) as well as to operate on an exclusive basis, mobile ice cream and food trucks therein (sometimes hereinafter collectively referred to as the "Food Concessions"), and to undertake necessary and incidental repairs for the operation and maintenance of the Food Concessions subject to all of the terms and conditions herein contained. The initial term of this Agreement shall be for five (5) years commencing retroactively as of May 30, 2016 and ending on May 29, 2021 at midnight, provided, however, that the parties do not terminate

1


this Agreement prior thereto either by mutual agreement or for cause or as otherwise provided herein. At the conclusion of the initial five (5) year term, the Agreement will be automatically extended for a second five (5) year term provided: the Licensee is in substantial compliance with all of the terms and conditions of this Agreement.

As more particularly set forth on Schedule "A", Licensee shall be obligated to keep the subject food concession stands open not less than during the hours of 10:00 AM and 4:00 PM on all days that the particular park facility is open to the public.

The Licensee shall have the right to enter upon and control, manage, and maintain the Food Concessions, subject to reasonable rules and regulations adopted, and from time to time amended, by the Commissioner, and further subject to the requirement that the Licensee shall not take any act which, in the sole discretion and judgment of the Commissioner, prohibits the ordinary and reasonable use of the Food Concessions by the residents of the Town during hours of operation.

Licensee shall operate the Food Concessions, for the sale of food, nonalcoholic beverages, candy, ice cream, beach items, sundries and for the sale or rental of any other class or kind of products approved by the Commissioner.

The intent of this License Agreement is to License these various Food Concessions to one Licensee only. However, the Town reserves the right to license additional space not listed in Schedule "A" at its own discretion to parties other than Licensee but not for sale the of food without mutual agreement with Licensee. The Department reserves this right, provided that the exercise of said right doesn't encroach upon the areas under License and described in Schedule "A." In order to eliminate the possibility of confusion and reduce the risk of future litigation, the parties hereto expressly confirm their knowledge and understanding that: Licensee's right to operate refreshment stands hereunder is respectfully limited to those areas designated in Schedule A.

ARTICLE TWO: The Licensee shall pay the Town the annual license fee (the "Annual License Fee") set forth in Exhibit "A" for the right and privilege to operate and manage the Food Concessions. All costs and expenses, including, but not limited to, those necessary to manage, maintain and repair the Food Concessions in accordance with the specifications set forth in this Agreement, will be the sole responsibility of and entirely paid for by the Licensee. For the avoidance of doubt and purposes of clarity, the Licensee shall at all times be solely responsible for the purchase / leasing and installation, maintenance, servicing and repair of all vending machines at the site locations.

The Licensee hereby agrees and covenants with the Licensor that it will operate, manage, supervise, and maintain the Food Concessions including non-structural repairs and maintenance thereof according to the terms and conditions of this Agreement and fully perform all obligations thereunder, in consideration of the Licensee's payment to the Licensor of the Annual License set forth in Exhibit "A".



The Licensee further covenants and agrees to pay to the Licensor without notice, demand, offset or deduction, at the Licensor's office address, the Annual License Fee a single lump sum payment made no later than the tenth (10th) day of September during the term of this Agreement (less any credits provided for in Exhibit "A") or any period or term for which this Agreement may be extended or have effect, or at such other times as the Commissioner or the Comptroller of the Town may designate from time to time. The Town shall assess a mandatory late fee of five percent (5%) on any payments made after the 10th day of the month with respect to the Annual License Fee.

ARTICLE THREE: The Licensee shall provide at its sole cost and expense all materials, equipment, services, labor and any and all permits as required by federal, state or local authorities which may be necessary to carry out the terms of this Agreement, at no cost to the Licensor. The Licensee shall further provide at its sole cost and expense industry standard maintenance and cleaning services necessary to maintain the Food Concessions in good and proper condition, including without limitation, the cost and expense of any additional requirements or actions which may be necessary or desirable to meet the demands of use, weather, pests, and disease as determined by the discretion of the Licensor.

In exchange for the two thousand dollar (\$2,000.00) annual credit specified in Exhibit "A" relating to exhaust and fire suppression systems, Licensee at its sole cost and expense, shall be solely responsible to maintain and if necessary upgrade all licensed concession stand exhaust and fire suppression systems in order to ensure their respective compliance with all applicable laws, regulations and ordinances.

The Town shall not be responsible for the loss of profit, consequential damages, or any other loss or damage of any type in the event the Food Concessions become inoperable for any reason during the term of this Agreement.

ARTICLE FOUR: The Licensee shall maintain insurance naming the Licensor as "additional insured" as evidenced by certificates of insurance filed with the Commissioner during the term of this Agreement, in accordance with the schedule of insurance set forth in Exhibit "B", attached hereto and incorporated herein by reference.

ARTICLE FIVE: The Licensee hereby covenants and stipulates that no person shall be denied equal opportunity to access the Food Concessions. The Licensee further stipulates and agrees that no person in the Food Concessions employment process, or in the use of the Food Concessions, shall be subject to discriminatory action because of race, color, sex, creed, religion, country of national origin, age, marital status, veteran status, disability, sexual orientation, or any other characteristics protected by federal, state or local law and the Licensee hereby agrees that it shall hold harmless, indemnify, and defend the Licensor from any and all actions or complaints relative to any such alleged discrimination and shall pay any and all reasonable attorney's fees actually expended by Licensor in defense thereof.

ARTICLE SIX: The Licensee shall be responsible for the payment of all taxes assessed or due on the personal property owned by Licensee or in which Licensee has an equity interest which is associated with or a part of the Food Concessions operation. The Licensee does not have any interest in any of the real property involved with or which may be a part of, the Food Concessions and therefore, no real estate taxes shall be due on any of the real property, which makes up the Food Concessions.

ARTICLE SEVEN: The Licensee shall solely be responsible and pay for the total cost and expense of any and all repairs that may be desirable or required by the Licensee to perform this Agreement. All such capital improvements and/or any other improvements to the facilities made by Licensee shall become the property of the Town upon termination of this Agreement. The Licensee must obtain prior written approval from the Commissioner before commencing any capital improvement projects relating to the Food Concessions.

ARTICLE EIGHT: Licensee shall pay for the total cost of all bottled low pressure gas and bottled water used in conjunction with the operation of the Food Concessions. The Licensor will be responsible for all other utility and trash removal costs related to the Food Concessions operation.

The Licensee covenants and agrees with the Licensor as follows:

1. To take good care of the Food Concessions under license and keep them in good repair, free from filth, danger of fire or any nuisance, and return the same, at the termination thereof, in as good condition as received by or put by Licensee, with usual wear and use excepted. The Town shall maintain and repair the structural portions of the building(s), including, but not limited to the roof, bearing walls, doors, windows, foundation and floor of the food concession stands. Destruction by fire not caused by the negligence of the Licensee and providential destruction shall be additionally accepted. Licensee hereby acknowledges and confirms that it is accepting each of the various food concession stands and vending machines in their respective "as is" conditions existing as of the commencement of this License Agreement. In consideration for the annual two thousand dollars (\$2,000.00) credit set forth in Exhibit "A" relating to exhaust and fire suppression systems, Licensee will ensure, at its sole cost and expense, that all Food Concessions subject to this Agreement will at all times have exhaust and fire suppression systems that are fully compliant with all applicable laws, regulations and ordinances.
2. To make no alteration in the Food Concessions without prior consent of the Licensor in writing, except ordinary repairs as aforesaid; to permit the Licensor or its agent to enter at all reasonable times to view the Food Concessions; to not use the premises or permit the use thereof in such manner as to make void or increase the rate of insurance thereon; and to comply with the ordinances of the Licensor and the laws and regulations of the County of Nassau, the State of New York and all Federal Laws, and save and hold harmless the Licensor from and against any and all claims and



actions related thereto, and pay any and all reasonable attorney's fees actually expended by Licensor in defense thereof.

3. Not to permit, allow, erect, hand or display on any part of the Food Concession signs, billboards, advertisements, notices, or statements without previous consent in writing of the Licensor.
4. At the expiration of the term hereby created, or if default be made in payment after the same is due or upon breach of any of the covenants and agreements herein contained, the Licensor or its agents shall have the right to enter and take over the management of the Food Concessions and the Licensee agrees to deliver the same, without process of law, and this Agreement shall automatically terminate. The Licensee shall be responsible for any loss or damage to the Licensor for the Licensee's failure to comply with any of the terms hereof, and the Licensee hereby gives the Licensor a lien upon any and all property of the Licensee kept, or in use, upon said premises, to be enforced in like manner as a chattel mortgage, whether exempt from execution or not, for all sums due or to become due by virtue of this Agreement.
5. To obtain all necessary permits for the operation of the Food Concessions and to provide at its sole cost and expense associated insect and pest control services. Licensee shall operate the Food Concessions to code as required by any and all applicable laws, rules and regulations of the Nassau County Health Department, Nassau County Fire Marshall or otherwise and Licensee shall bear all costs and expenses related to such compliance and maintenance costs.

ARTICLE NINE: The Licensee shall be solely responsible for and pay for all labor and services performed and materials used by, or furnished to, the Licensee or any contractor employed by the Licensee, and shall indemnify and hold the Licensor and the premises harmless and free from any action or claim or lien therefore and Licensee shall pay any and all reasonable attorney's fees actually expended by Licensor in defense or prosecution of any such action. All alterations, repairs, additions or improvements shall, unless otherwise provided by written agreement, become the property of the Licensor and shall remain upon, and be surrendered with, the premises upon expiration of this Agreement or any sooner termination thereof.

Any waiver, expressed or implied, by the Licensor or the Licensee, of any breach of this Agreement or any terms, conditions or promises herein contained shall not be, or be construed to be, a waiver of any subsequent breach of the same or any other term, condition or promise herein contained in this Agreement.



ARTICLE TEN: Licensee acknowledges that it neither has, nor obtains any rights, whether at law or in equity, to extend this Agreement beyond the term set forth in Article One.. Licensee further acknowledges that it has obtained no property rights in any property of the Licensor, whether real or personal, by virtue of this Agreement and hereby agrees and covenants with the Licensor that it will not pursue any claim for deprivation of property rights or other rights by virtue of the expiration of this Agreement.

ARTICLE ELEVEN: Licensee acknowledges that the Licensor has provided no equipment, furniture, or fixtures to the Licensee except such which may be described in Schedule A.

ARTICLE TWELVE: In the event of any deficiencies, breaches or violations of this Agreement, by the Licensee, a ten (10) calendar day notice will be given to the Licensee by the Licensor or Commissioner to correct such deficiencies, breaches or violations. In the event that the Licensee fails to correct such deficiencies, breaches or violations within this ten (10) calendar day period, to the reasonable satisfaction of the Commissioner, the Licensor may terminate this Agreement and hold the Licensee liable for all reasonable costs including reasonable legal fees actually paid related to such termination and re-contracting of another operator, or of the Licensor's operation. If, due to any decision of a court of competent jurisdiction, Licensor shall be directed to provide a third party with possession of the Food Concessions, then (a) Licensor may cancel this Agreement on ten (10) calendar days written notice, (b) Licensee shall vacate the premises at the expiration thereof, (c) Licensee shall be responsible for license fees only for the time Licensee was able to operate under the Agreement, and (d) Licensee waives any actions against Licensor, or any of its officers, agents, and employees for damages as a result of cancellation for such reasons. All notices under this Agreement shall be sent by certified mail, return receipt requested.

ARTICLE THIRTEEN:

1. The Licensee assumes all risks in the operation and maintenance of the Food Concessions under this Agreement and shall be solely responsible and answerable in damages for all injuries, torts, and accidents to person or property directly or indirectly related to such operation and maintenance. Licensee hereby covenants and agrees to indemnify and hold harmless and defend the Town and the Department and their officials, employees and agents from and against any and all liabilities, claims, suits, actions, losses, damages or injury to person or property, judgments, suits, costs, disbursements and expenses including, but not limited to, reasonable attorney's fees and expenses, of whatsoever kind and nature, whether direct or indirect, arising out of or relative to the operation of the Food Concessions or the carelessness, negligence, tortious acts, or improper conduct of the Licensee or any officials, employees and agents or sub-contractors and from any liability, claim, or action arising from any property owned by or in the care, custody and control of the Licensee, which responsibility shall not be limited to the insurance



coverage herein provided. It is expressly agreed that the Commissioner, other Town officials, employees, and their agents, are not personally liable in any way under this Agreement or as to any representation pertaining to this Agreement. All notices under this Agreement shall be sent by certified mail, return receipt required.

2. It is further agreed that all articles, products, or services, sold, provided, offered, or used under this Agreement will be of good quality, quantity and all prices charged will be appropriate to the service provided and similar to other Town facilities where applicable.
3. The Licensee shall not employ or use any persons known as "hawkers," "spielers," "criers" or other noisemakers or any other means of attracting attention to the Licensee's operation without written approval of the Commissioner, nor shall the Licensee carry on or upon said licensed space any other operation other than provided for by this Agreement, or interfere with any other licenses of the Town or any employee of any other licensee.
4. The Licensee agrees to conduct and use the Food Concessions for no other purpose than herein stated and to equip the same at the Licensee's sole cost and expense.
5. The space covered by the Agreement and used by the Licensee in the conduct of its operations shall be maintained and kept clean and in good repair within customary industry standards, and in accordance with guidelines as may be provided by the Licensor. Licensee further agrees to surrender the Food Concessions to the Licensor at the expiration or other termination of this Agreement in at least as good condition as when received, reasonable wear and tear, and damage by the elements, excepted.
6. The Licensee shall not use or permit the storage of any hazardous material, hazardous or toxic waste, illegal materials, illuminating oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York, on any of the licensed premises nor on, nor in, any Town property unless in an area and under conditions previously approved by Licensee's insurance carrier in writing, and otherwise permitted and in compliance with applicable law, regulation or ordinance.
7. The Licensee shall at all times keep the Food Concessions covered by this Agreement in a clean, safe, and sanitary condition, and shall routinely cleanse, deodorize, fumigate, and disinfect the same.
8. It is agreed by the Licensee that authorized representatives of the Licensor, Commissioner or representatives of the Nassau County Department of Health

may inspect the Food Concessions at any time. The Licensee agrees that if notified by the Commissioner or a representative of the Department of Health that any part of the licensed premises or facilities thereof is unsatisfactory, it shall immediately take steps to remedy the same at its sole cost and expense.

9. The Licensee agrees not to use or suffer or permit any persons under its control to use in any manner whatsoever the subject Food Concessions or any part thereof for any illegal purpose or for any purpose in violation of any federal, state, county or municipal law, ordinance, rule, order or regulation or of any ordinance, rule or regulation of the Department; and Licensee shall indemnify, defend and hold harmless all Town officials, employees and their agents from and against any damage, liability, penalty, fine, judgment, expense or charge suffered, imposed, assessed, incurred including, but not limited to, reasonable attorney's fees and expenses, for any violation or breach of any law, ordinance, rule, order or regulation or occasioned by any act, neglect or omission of the Licensee, or of any employee, persons or occupant of said premises.

The Licensee shall procure at the Licensee's sole cost and expense all permits or licenses necessary for the legal operation and execution of the Agreement, including the construction and renovation of the facilities where applicable and operation of the Food Concessions.

10. The Licensee hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official in the operation of this Agreement; any such interference shall not relieve the Licensee from any obligation hereunder. Furthermore, the Licensee will make no claims under this article, or any other for claims for compensation based upon the Town's, or Department's, or any other employee thereof for failing to remove snow, or any other obstacle in a timely manner.
11. The Licensee hereby expressly waives any and all claims for indemnification and contribution, and abatement of fees due or payable to Licensor, and for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the gas, electrical apparatus, heating equipment, water supply and/or sewer equipment, or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light, current, or water supply or sewer service which may occur from time to time for any cause, or for any loss or damage sustained by the Licensee resulting from fire, water, storm, hurricanes, tornadoes, civil commotion or riots; or from any other events beyond the control of the Licensor; and the Licensee hereby expressly waives all rights, claims and demands and forever releases and discharges the people of the State of New York, the County of Nassau, the Town, the Department, and their officers, agents, and employees from any and



all demands, liabilities, claims, actions and, causes of action arising from any of the above causes whatsoever.

12. Nothing herein contained shall constitute the Licensee or the Licensee's employees as agents or employees of the Town, it being the intention of the parties that Licensee is and shall remain an independent contractor of Licenser and that each shall be responsible for the supervision and control of their respective operations, including, without limitations, supervising and controlling their own personnel if any. Licensee shall supply all necessary personnel for the operation of the Food Concessions.
13. It is expressly understood and agreed by and between the parties hereto that the officers and agents of the Licenser and the Department and its officers and agents are acting in a representative capacity for the Town and not for their own benefit, and that neither the Licensee, nor any occupant, guest or invitee shall have any claim against them or any of them as individuals in any event whatsoever.
14. The Licensee shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or of its right, title, or interest herein, or its power to execute such Agreement, or assign all or any portion of the money that may be due or become due under the terms hereof to any other person, company or corporation without the previous consent, in writing, of the Commissioner. There shall be no change of officers or directors or members or partners or transfer of a stock certificate, or any interest in the corporation, limited liability company or partnership, as may be the case, whatsoever, without the prior written consent of the Licenser.
15. All notices and orders given to the Licensee may be served by mailing the same to the Licensee at the address hereinbefore set forth by certified mail, return receipt requested or by hand delivery. All notices required to be given to the Licenser may be served by mailing the same to Licenser by certified mail return receipt requested, or delivering a copy thereof to: Town of Hempstead, Department of Parks & Recreation, 200 North Franklin Street, Hempstead, New York, 11550-1390, Attn: Office of the Commissioner.
16. This Agreement shall only be modified or canceled in writing, executed by the parties hereto, and approved by (1) the Commissioner and (2) the Town Comptroller as to financial safeguards, and upon such terms and conditions as may be mutually agreed upon between the Licensee and the Licenser. However, no such modification or cancellation shall be effective until so executed and approved.



17. It is expressly agreed that the Licensor shall have a continuing lien on all personal property of the Licensee which may be on the premises for any and all sums which may from time to time become and be due to the Licensor under the terms of this Agreement, and upon default of payment by the Licensee, the Licensor has the right to take possession of and retain the same until the full amount be paid or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy. The Licensee hereby appoints the Licensor as its attorney-in-fact for the purpose of executing a UCC-1 form concerning any such personal property, and the Licensor is hereby authorized to cause such a UCC-1 form to be filed in the office of the County Clerk of Nassau.

18. The Licensee agrees not to remove from the Food Concessions any personal property brought thereon by the Licensee for the purpose of this Agreement except with the prior express written permission of the Commissioner. Upon the expiration of the term herein, if the Licensee has made full payment under this Agreement and carried out the terms of this Agreement, it may remove its personal property from the Food Concessions and shall do so within two (2) weeks after the end of the term herein stated. Upon failure to timely remove personal property, the Licensor, by its officers and agents, may cause the same to be removed and stored at the sole cost and expense of the Licensee and the Licensor shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid, and after sixty (60) days, may sell such property and reimburse itself for such cost and expenses of sale. During any period which Licensee has not removed Licensee's property, the property shall be deemed to be held as a gratuitous bailment.

19. The Licensor reserves the right to terminate this Agreement forthwith at any time in the event of a default, breach, or violation by the Licensee of any of the following provisions of this Agreement. If the Licensee or any of its officers, directors, or corporate shareholders, members or partners, as the case may be, become convicted of a felony, it shall be grounds for immediate termination and the Licensor shall have, at the Licensor's option, the right to: (i) call upon the Licensee or surety to complete this Agreement, (ii) draw upon any performance bonds or take any other action deemed appropriate and necessary against and/or upon any form of collateral or surety guaranteeing or securing performance, (iii) hold the Licensee responsible for damages the Licensor suffers, (iv) enter the premises, occupied by the Licensee, by force or otherwise and take full possession thereof, and close the premises for such time as it may be necessary to remove therefrom the property and any effects of the Licensee, and (v) with or without legal process, expel, oust, and remove all parties who may present upon or occupy any party of the premises, and all personal property that may be thereon or therein contained, without being liable to prosecution, damage, or damages thereof, or from damage or



damages to, or loss of any personal property belonging to any party upon or by reason of such removal. Licensee expressly waives any and all claims for damages and loss against the Town, or its officers, employees and agents, for or on account of any act done, caused to be done, or their failure to for any act, in exercising any or all these rights and the Licensor shall have the additional right to sell the said personal property so seized or removed and recover by such sale or legal process any and all sums due to the Department under the terms of this Agreement, plus, the cost and expenses, including, without limitation reasonable legal expenses, incurred under the terms of this Agreement.

20. In the event that during the term of this Agreement the functions and duties of the Department are transferred to a new or other department of the Town, then in that event, the said new or other department will assume the functions, rights and duties of the Department hereunder.
21. The Licensor's failure to insist upon strict compliance of any term, condition, or covenant herein contained shall not be deemed a waiver of that term, condition or covenant; nor shall any waiver in writing amendatory to the written Agreement be deemed a waiver for any date, time, place or purpose not contained within such amendatory agreement.
22. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, unenforceable, illegal, unconstitutional or against public policy, such findings shall not affect the remainder of this Agreement, and every other term or provision of this Agreement shall be deemed valid and be enforced to the fullest extent permitted by law.
23. The Licensee represents and warrants that, unless exempt, it has, and/ or will file with the Town Clerk the verified Public Disclosure Form listing the owners of the Licensee and shall file an updated statement with the said Clerk on or before the 31st day of January in each year of this Agreement's duration. The Licensee acknowledges that such filing is in a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the Licensor shall be entitled, upon its determination that such breach has occurred, to damages, in addition to all other legal remedies.
24. The Licensee represents and warrants that it has not offered or given to any official, employee or agent of the Town, New York State, or any political party, with the purpose or intent of securing favorable treatment with respect to the awarding or amending of this Agreement, or the making of any determinations with respect to the performance of this Agreement, and that



Licensee has read and is familiar with the Town's Code of Ethics and Article 18 of the General Code Municipal Law.

25. If at any time prior to the date herein fixed as the termination of the term of this Agreement, there shall be filed by or against Licensee, or any officer, director, shareholder, member or partner of the Licensee, in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Licensee's property, and within thirty (30) days thereof Licensee fails to secure a discharge of, or if Licensee makes an assignment for the benefit of the creditors, or a petition for or enters into an arrangement, this Agreement shall ipso facto be canceled and terminated and in which event neither Licensee nor any person claiming through or under Licensee or by virtue of any statute or of an order of any court shall be entitled to possession of the demised premises, or beneficial use of or interest in this Agreement; and Licensor, in addition to the other rights and remedies given thereof and by virtue of any statute or rule of law, may retain as partial payment for damages sustained any monies received by Licensor from Licensee or others on behalf of Licensee upon the execution hereof.
26. Licensee may use, occupy and operate the Food Concessions subject to the approval of the Commissioner, and as otherwise provided in this Agreement; Licensee shall not use, occupy and operate and/or permit other facilities or any other part thereof for any unlawful business, use of purpose, nor for any business, use of purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Licensee shall promptly after the discovery of such unlawful, disreputable or extra-hazardous use, take all necessary steps legal and equitable to compel the discontinuance of such and to oust and remove any subtenants, occupants, or other persons guilty of such unlawful, disreputable or extra-hazardous use. Licensee shall indemnify Licensor against all cost, expenses, claims, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable counsel fees arising out of any violation or default there from.
27. Under this License Agreement the Licensee shall only have use of the Food Concessions and shall not have the right to access and/or use other facilities located at the Town Parks listed on Schedule "A."
28. Intentionally Omitted.



29. The Town reserves the right to approve any and all advertising policies, procedures, or practices, and this includes the right by the Town to sell to any entity exclusive product sales guarantees (commonly referred to as "pouring rights," including but not limited to, beverages). This shall be interpreted to include any product deemed appropriate, by the Commissioner, for sale at the concession sites. It is expressly understood that in exercising this right the Town and/or Department will make every reasonable attempt to protect the interests of the Licensee.
30. The Licensee may, from time-to-time, in conjunction with Town sponsored special events (concerts, Fourth of July Celebration, etc.) be required, on an exclusive basis, to provide mobile-based services to patrons at these events. Services may include, but are not limited to, food, beverages, ice cream, coffee, etc.
31. The Licensee at its sole cost and expense agrees to supply, maintain, and replace all equipment such as movable stands, vending boxes, cutlery, tables, chairs, and equipment which are necessary for the Licensee to perform this Agreement. These includes furniture, cash registers, and the maintenance of fire extinguishing and exhaust systems, kitchen utensils, and other equipment required for the implementation of this License Agreement, and all equipment described in Schedule "A." Licensee must receive the approval in writing by the Commissioner before delivery of these items to the licensed premises.
32. The Commissioner in his sole judgment may authorize any repairs, alterations, decorations, additions, or improvements to the licensed premises at the Town's expense, but nothing herein contained shall be deemed to obligate or require the Commissioner to make any repairs, alterations, decorations, additions, or improvements nor shall this provision in any way affect or impair the Licensee's obligation in any respect, except as may otherwise be set forth herein.
33. The refreshment stands in the designated areas in the Town Parks herein shall be operated by the Licensee during the times and/or season as hereinafter described in Schedule "A."
34. Sufficient amounts of foodstuffs, beverages, and other articles for sale or rent by the Licensee shall be available at all appropriate times for purchase or rental by patrons during the term of this Agreement and during the times as herein provided.
35. The Licensee agrees to have a sufficient number of trained, qualified, and properly uniformed employees and attendants on duty during each day of the aforesaid season of each year and for specified hours of operation. In the event that the Commissioner deems that the Licensee is not staffing or

stocking sale items in the premises in an adequate manner, the Commissioner may direct the Licensor to increase the staff or inventory at the deficient location.

36. The Licensee shall permit only those of its employees to handle food products, beverages, and the like, who have obtained and have maintained any required medical certificates from the appropriate governmental agency certifying their qualifications for the dispensing of said food products, beverages, and the like. Said medical certificates shall be available at all times for inspection by the Commissioner.
37. The Licensee agrees to employ a manager at each Food Concession site as designated in Schedule "A", satisfactory to the Town, during the execution of this License Agreement. If at any time the Town notifies the Licensee that it has determined that any manager is unsatisfactory in that his/her employment is detrimental to the best interest of the facility and the public using it, the Licensee shall be required to replace him/her with one that is satisfactory to the Commissioner at the earliest possible date.
38. The Licensee shall keep free and clear of all dirt, litter, etc., an area of approximately fifty (50) lineal feet from and around all areas utilized by the Licensee for the sale and consumption of foodstuffs and beverages. Waste material in cans, cartons, or any other type of bulk, or cases or bottles or like cartons, boxes, containers, or receptacles shall not be exposed on the outside of the buildings during hours of operation.
39. Beverages sold by the Licensee shall be disposed in biodegradable cups or plates. No beverages shall be sold in glass containers. No alcoholic beverages or tobacco products shall be sold in any concession area. Recyclable waste must be disposed of in accordance with local municipal law.
40. The Licensee agrees to be responsible for the loss or damage to property or the replacement of property turned over to the Licensee by the Town, whether such loss or damage to property is a result of actions of its duly appointed representative or by a patron of the facilities, except for reasonable wear and tear resulting from ordinary and customary use of the facilities.
41. The Licensee agrees to submit to the Commissioner for approval all recommended price changes before such price changes can be posted or implemented.
42. The Licensee agrees, at the request of the Commissioner, to offer for sale additional items, which are sold at locations other than those under License, and for which there is a public demand.



43. The Licensee agrees to timely submit price schedules to the Commissioner upon his request. Such schedules shall show the kind and quality of the foodstuff, beverages, supplies and materials, and the prices to be charged for each item. No item shall be offered for sale unless it appears on such approved schedule. The Licensee warrants and agrees that all foodstuffs and supplies sold or rented pursuant to this Agreement shall be of pure and good quality. Said items shall be sold at prices no higher than the prices shown upon the price schedule approved in writing by the Commissioner.
44. The Licensee agrees that at all times free access for the purpose of inspecting or making necessary repairs to all Food Concession areas covered by this Agreement shall be given to representatives of the Town, the Commissioner, and any other inspector or representative from any Governmental Agency having jurisdiction over the Licensed premises. Such free access includes, without limitation, access for any and all inspectors from the Board of Health.
45. The Licensee shall secure all necessary and required operating permits issued by the Department of Health for each individual area of operation. Permits for each area must be posted in a conspicuous location at each area as required by the Department of Health, and a copy of each permit must be submitted to the Commissioner prior to commencement of operations at each location.
46. The Licensee at the time of expiration or sooner termination of this Agreement shall quit and surrender the Food Concessions and all property thereon belonging to the Town in as good condition and free of fire damage, as when taking possession thereof, reasonable wear and tear and damage by elements excepted.
47. The Licensee shall not sell, assign, lease, sublease, mortgage, or parcel out any of the premises subject to this License Agreement, or any locations that are part thereof or any interest therein, or consent, allow, or permit any other person or party use any part of the premises, buildings, or spaces covered by this Agreement as more particularly set forth in Schedule "A", nor shall this Agreement be transferred by operation of law, it being the purpose and spirit of this Agreement to grant the rights and privileges hereunder solely to the Licensee.
48. The Licensee agrees to supply and maintain all additional equipment required to implement this Agreement.
49. It is understood and agreed that the areas around the concession stands which are normally and customarily utilized by patrons of the Food Concessions for the consumption of the products sold there, and referred to in paragraph 39 above be utilized by the general public for the purpose of

consuming patron-supplied meals. It is also understood by both parties that the Commissioner may, from time-to-time, create and implement rules and regulations restricting the usage of said areas.

50. It is agreed and understood that the Licensee is required to abide by the operating schedule published by the Department and the failure of the License to provide concession service at any facility listed in this Agreement during the facility's designated operating hours will be cause to terminate this Agreement in whole or in part at the Town's discretion.
51. It is understood that this Agreement is not formally binding until the Agreement is ratified by the Town Board Resolution that is duly signed by the Supervisor of the Town or by representatives duly appointed by the Supervisor of the Town.

ARTICLE FOURTEEN: Agreement Documents – The performance of this Agreement shall be subject to the provisions of the following documents, all of which are either attached hereto or are incorporated herein by reference as though an integral part of this Agreement. Where there is any inconsistency between the terms of the Agreement Documents, they shall take precedence in the following order:

1. This Agreement and the Exhibits thereto, the
2. The Request for Proposals ("RFP")
3. Certificates of Insurance

This Agreement sets forth the entire Agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, letters of intent, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party hereto or by any related or unrelated party.



IN WITNESS THEREOF, the parties execute this Agreement in triplicate on the day and year set forth above on page one (1.)

TOWN OF HEMPSTEAD

(TOWN SEAL)

Commissioner, Michael J. Zappolo

STATE OF NEW YORK)

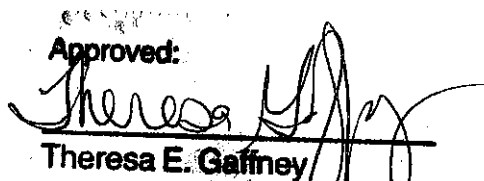
ss.:


COUNTY OF NASSAU

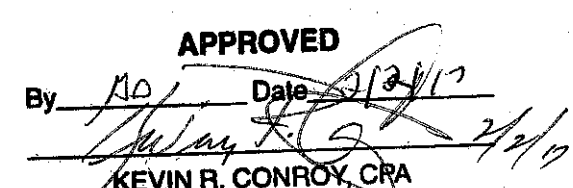
On the _____ of _____ 2017 before me personally came Michael J. Zappolo, to me known, who being by me duly sworn did depose and say that he is the Commissioner of the Department of Parks and Recreation of the Town of Hempstead, the corporation described in and which executed the foregoing Agreement; that he knows the seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of said corporation and that she signed her name hereto by like order.

Notary Public

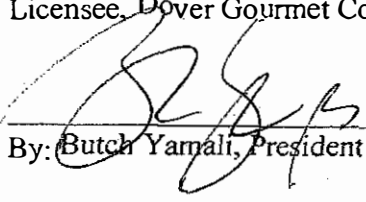
(CORPORATE SEAL)

Approved:

Theresa E. Gaffney
Executive Assistant
Dated: 2/3/17

APPROVED AS TO FORM

Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/1/17

APPROVED
By KO Date 2/2/17

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

Licensee, Dover Gourmet Corp.


By: Butch Yamali, President

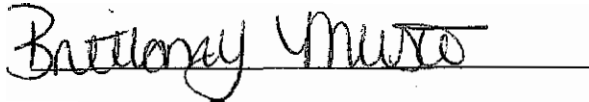
STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU

On the 6 of February, 2017 before me personally came Butch Yamali, to me known, who being by me duly sworn, did depose and say that he/she resides at Merrick, NY and that he/she is the President of Dover Gourmet Corp., the corporation described in and which executed the foregoing Agreement; that he/she knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public



BRITTANY MUSTO
Notary Public - State of New York
No. 01 MU6202990
Qualified in Nassau County
My Commission Expires March 30, 2013

Town of Hempstead Department of Parks and Recreation Concessionaire Agreement for Various
Town Parks

SCHEDULE A – page 1

AVERILL BOULEVARD PARK AND POOL COMPLEX
ELMONT, NY

1. The Town will supply the following facilities:
 - A. 1 Concession building
 - B. 1 existing grill hood, s/s with Ansul fire control system
 - C. 1 refrigerator, with showcase, two door and two sliding doors and lighted shelf.
 - D. 1 refrigerator, upright, Perlick, CON-029
 - E. 1 sink, pot, s/s two well, CON-028
 - F. 1 table, s/s 30" x 24" x 36" with 4" splash board, CON-026
 - G. 1 table, s/s 2 shelves, 96" x 30" x 36", with drain
 - H. 1 table, s/s 2 shelves, 96" x 30" x 36"
 - I. 1 table, s/s with draw, 60" x 25" x 30"
 - J. 1 table, s/s with drain, 48" x 30" x 36", CON-024
 - K. 1 Cecilware grill L 36" x W 24" x H 12"
 - L. 1 DeepFry Double Basket (L) 19 1/2 " x (W) 16 1/2 " x (H) 8"
 - M. 1 Fire extinguisher, Fyr Fyter, Ser # BR-949324
2. The refreshment stand located in the pool area only in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately the second Saturday in June until up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.



SCHEDULE A – Page 2

ECHO PARK POOL COMPLEX
WEST HEMPSTEAD, NY

1. The Town will supply the following facilities:
 - A. 2 counters, service 18" x 15" high, s/s w/ shelf
 - B. 1 extinguisher, Ansul Sentry
 - C. 2 basket fryer, 24" x 24" x 17" high
 - D. 1 grill, 36" x 24", s/s
 - E. 1 grill, stand, refrigerated with Traulsen model number RUL 2-32 W SC
 - F. s/s shelf over grill, 162" x 12"
 - G. 1 existing range hood, s/s, 102" x 38" x 24" w/ Ansul Fire Control System
 - H. 1 sink, s/s, 3 compartments, and two 24-inch drain boards
 - I. 1 s/s table, 10' x 5'6", 1 sink with bottom shelf
 - J. 1 wire rack, 5 shelves, 18" x 30" x 64"
 - K. 1 wire rack, 5 shelves, 24" x 44" x 64"
 - L. 1 wire rack, 5 shelves, 18" x 40" x 63"
 - M. 3 Caravel freezers, model numbers 213-935, 306-995, 521-935
 - N. Jordan refrigerator, double door, model number skt-48fass
 - O. Rheem hot water heater, model number 81v30D
2. The refreshment stand located in the pool area only in this Town Park herein shall be operated by the Licensee during the full operating year (concession may close during the annual maintenance shut-down which is for approximately first three weeks of January) in each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season.



Town of Hempstead Department of Parks and Recreation Concessionaire Agreement
for Various Town Parks

SCHEDULE A – page 3

FOREST CITY COMMUNITY PARK
WANTAGH, NY

1. The Town will supply the following facilities:
 - A. 1 existing three head Ansul System with s/s hood, 72" x 42" x 24"
 - B. 1 three bin s/s sink
 - C. 1 wood service counter, 109" x 24"
 - D. 1 Kiddie fire extinguisher model number ED134698
2. The Licensee shall furnish and install all equipment for the operation of the pool concession. An electrical panel with maximum 70 amps, 2-pole breaker at 120/240 voltage exists.
3. The refreshment stand located in the pool area only in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately the second Saturday in June up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.

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Town of Hempstead Department of Parks and Recreation concessionaire Agreement for
Various Town Parks

SCHEDULE A – page 4

RATH PARK
FRANKLIN SQUARE, NY

1. The Town will supply the following facilities:
 - A. 1 Concession building
 - B. 1 Triple Sink with rack, CON-032
 - C. 1 Range Hood s/s 72" x 42" w/ hood and Ansul auto extinguishing system

2. The refreshment stand located in the pool area only in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately the second Saturday in June until up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.



Town of Hempstead Department of Parks and Recreation Concessionaire Agreement for Various
Town Parks

SCHEDULE A – Page 1

HEWLETT POINT PARK
EAST ROCKAWAY, NY

1. The Town will supply the following facilities:

- A. 1 Concession building
- B. 1 service counter
- C. 1 existing exhaust fan, GE, 3 speed
- D. 1 double stainless steel sink, triple, CON-037
- E. 1 shelving
- F. 1 extinguisher, fire, Kiddie NO J785611 *
- G. 1 extinguisher, fire, Kiddie NO J536166 *
- H. 1 Kiddie fire Suppression System *
- I. Grease Interceptor – Lowe Engr Mod # AG120CR
- J. 1 Stainless Steel Table 30"x72" w/ 1 shelf
- K. 1 Stainless Steel Table 24"x96" w/ 1 shelf
- L. 1 Stainless Steel Advantage Tabco Wall Cabinet # WCS1548
- M. 1 Stainless Steel
- N. 1 Stainless Steel 18"x5" hand sink
- O. 1 Fire Extinguisher – Badger Mod # 1YD719382
- P. 1 Fire Extinguisher – Badger Mod # WC100

* To Be Upgraded by Licensee to Bring Same Into Compliance With Applicable Law.



2. The refreshment stand in the designated area in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately Memorial Day up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and 4:00 p.m. of each day during the said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner. The parties hereby confirm that the Concession Stand will be open only on weekends from Memorial Day to Father's Day but will operate seven days per week from Father's Day through Labor Day.



Town of Hempstead Department of Parks and Recreation Concessionaire Agreement for Various
Town Parks

SCHEDULE A -- Page 6

LIDO BEACH TOWN PARK
LIDO BEACH, N.Y.

1. The Town will supply the following facilities:

- A. 1 Brick Concession building
- B. 1 Kiddie Fire Suppression System, CON-052
- C. 1 sink, s/s, double with Formica cabinet
- D. 1 Table with shelf and brown Formica top, 84" x 24"
- E. 1 ice cream freezer

2. The refreshment stand in the designated area in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately Memorial Day up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during the said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.



Town of Hempstead Department of Parks and Recreation Concessionaire Agreement for Various
Town Parks

SCHEDULE A – page 7

NEWBRIDGE ROAD POOL
BELLMORE, N.Y.

1. The Town will supply the following facilities:
 - A. Pool Concession Area
 - B. 1 Concession building
 - C. 1 s/s Hood 72" x 42" x 24" with range guard fire suppression system, model number RG2.2G
 - D. 1 sink, three well with grease trap
 - E. 1 Aluminum awning attached to building
 - F. Wood service counter with two shelves
 - G. 1 s/s table with 1 shelf, 60" x 30" x 36"
2. The refreshment stand located in the pool area only in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately the second Saturday in June up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.



Town of Hempstead Department of Parks and Recreation Concessionaire Agreement for
Various Town Parks

SCHEDULE A --Page 8

OCEANSIDE PARK POOL
OCEANSIDE, N.Y.

1. The Town will supply the following facilities:
 - A. 1 Concession building
 - B. 2 s/s counter and shelving, 96" x 24" x 36"
 - C. 1 existing hood, range, s/s 84" x 45" x 27" with Ansul Fire Control System R-102
 - D. 1 sink, s/s, triple, with hot water heater

2. The refreshment stand located in the pool area only in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately the second Saturday in June up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.



Town of Hempstead Department of Parks and Recreation Concessionaire Agreement for Various
Town Parks

SCHEDULE A -- page 9

TOWN PARK LIDO WEST
LIDO BEACH, N.Y.

1. The Town will supply the following facilities:
 - A. Concession area of 180 sq. ft.
 - B. 1 Wood and Formica service counter
 - C. 1 Stainless steel single well sink and Formica counter
2. The refreshment stand in the designated area in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately Memorial Day up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.
3. Hot Foods may be served providing preparation. However if the Nassau County Fire Marshall requires fire suppression or exhaust systems then it shall be the responsibility of the Licensee.



Town of Hempstead Department of Parks and Recreation Concessionaire Agreement for Various
Town Parks

SCHEDULE A- Page 10

TOWN PARK @ POINT LOOKOUT
POINT LOOKOUT, N.Y.

CENTER MALL

1. The Town will provide an 8' x 30' portable concession stand fully operable. Variations may exist. Exact specifications will be provided upon signing of licensed agreement.
2. No alterations, additions, or removal of equipment to unit is permitted by Licensee.
3. The Town will provide electricity and water at no cost to the Licensee. Propane gas where required will be provided by the Licensee.
4. The Town will provide a storage room of approximately 220 square feet.
5. The refreshment stand located in the central mall and beach area only area in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately Memorial Day up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.

Town of Hempstead Department of Parks and Recreation Concessionaire Agreement for Various
Town Parks

SCHEDULE A- page 11

VETERANS MEMORIAL PARK
EAST MEADOW, N.Y.

1. The Town will supply the following facilities:
 - A. 1 Concession building
 - B. 1 table, s/s, 72" x 24" x 36"
 - C. 1 table, s/s, 48" x 24" x 36"
 - D. 1 table, s/s 48" x 24" x 36"
 - E. 1 fire extinguisher No, 520516
 - F. 1 sink, s/s, triple and water heater
 - G. 1 Range Guard fire suppression system AES, model number RG2.5G, 75" x 36" x 27"
2. The refreshment stand located in the pool area only in this Town Park herein shall be operated by the Licensee during the official bathing season, designated by the Commissioner (from approximately the second Saturday in June up to and including Labor Day) of each year during the term thereof, and between the hours of 10:00 a.m. and sunset of each day during said season. At the request of the Commissioner and in conjunction with any extended opening of the park, the Licensee agrees to continue to operate the concession beyond Labor Day. The hours are to be determined by the Commissioner.



VENDING MACHINES
AT VARIOUS PARK LOCATIONS

1. At the request of the Licensee, vending machines may be installed at various park locations that do not have a concession stand, provided that the Commissioner approves of the request. Prior written approval of the Commissioner is required and will be charged a monthly space rental fee.



APPROXIMATE OPERATING TIMES FOR EACH INSTALLATION

ECHO PARK West Hempstead, NY	1 Indoor / Outdoor Pool Complex	Open 12 months
NEWBRIDGE RD. PK. Bellmore, NY	1 Pool Complex	Open 2 1/2 months
HEWLETT POINT PK. Bay Park, NY	1 Bay Beach/Pool Complex	Open 3 1/2 months
TOWN PK @ LOOKOUT Point Lookout, NY	Ocean Beach Complex	Open 3 1/2 months
TOWN PARK @ LIDO Lido Beach, NY	Ocean Beach Complex	Open 3 1/2 months
TOWN PK @ LIDO WEST Lido Beach, NY	Ocean Beach Complex	Open 3 1/2 months
AVERILL BLVD. PARK Franklin Square, NY	1 Pool Complex	Open 2 1/2 months
FOREST CITY PARK Wantagh, NY	1 Pool Complex	Open 2 1/2 months
RATH PARK Franklin Square, NY	1 Pool Complex	Open 2 1/2 months
OCEANSIDE PARK Oceanside, NY	1 Pool Complex	Open 2 1/2 months
VETERANS MEM. PK. East Meadow, NY	1 Pool Complex	Open 2 1/2 months
TOWN PARK AREA "C" Lido Beach, NY	Ocean Beach Complex	Open 3 1/2 months
TOWN PARK AREA "D" Lido Beach, NY	Ocean Beach Complex	Open 3 1/2 months



SCHEDULE "B"
Town Park Vending Machine Locations

Park	Location	Type
Averill Park	Concession building	Coca-Cola
Averill Park	Concession building	Powerade
Baldwin Administ.	administration bldg.	No Machine
Baldwin Ball field	no machine at location	No Machine
Baldwin Tennis	rec. building	Pepsi
Baldwin Tennis	snapple / rec. bldg.	Snapple
Coes Neck	rec. building	Pepsi
Dutch Broadway	Concession building	Aquafina
E. Bay Park	administration bldg.	Seasonal Machine
Echo Pool	Coca Cola / cocess. Stand	Coca-Cola
Echo Pool	snapple / concess. Stand	No Machine
Echo Pool	candy machine / concess stand	Quick Snack
Echo Pool	lunch room	Coca-Cola
Elmont Road	office building	No Machine
Forest City Pool	pool	Coca-Cola
Forest City Rec.	rec. building	Coca-Cola
Garden City South	tool room	Coca-Cola
H. Walker Memor.	Community room	Coca-Cola
Hewlett Pt. Park	administration bldg.	Seasonal Machine
Levittown Hall	snapple, 66220048, hallway	Aquafina
Lido Beach	first aid office	Seasonal Machine
Lido Beach	rec. building	No Machine
Lido West	rec. building	No Machine
Merrick Golf	no machine at location	No Machine
Merrick Park	administration bldg.	Good Humor
Merrick Park	administration bldg.	Seasonal Machine
Newbridge Road	restrooms	Aquafina
Newbridge Road	restrooms	No Machine
Oceanside Park	bathrooms	Coca-Cola
Parks Admin.	café	Quick Snack
Parks Admin.	café	Aquafina
Parks Admin.	café	Snapple
Pt. Lookout Admin.	administration bldg.	Seasonal Machine
Rath Park	snapple, 0594-660 3AY, office	Dasani
Rath Park	swing set	Aquafina
Salisbury Park	ball fields	Seasonal Machine



EXHIBIT B
INSURANCE

On or before the date of execution of this Agreement, the License, at its own cost and expense, shall provide the Commissioner with the following insurance documents naming the Licensor as "additional insured."

- A. Commercial General Liability Insurance including contractual coverage, in an amount not less than one million dollars (\$1,000,000/2,000,000) combined limit for bodily injury and property damage per occurrence.

- B. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than three hundred thousand dollars (\$300,000) combined single limit for bodily injury and property damage per occurrence.

- C. Worker's Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law Sec. 108, this Agreement shall be void and of no effect unless the Licensee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.

- D. Product Liability and Liquor Law Liability Insurance with not less than a combined single limit of one million dollars (\$1,000,000) per occurrence, if alcoholic beverages are to be sold.

- E. Corporate Excess Liability (Umbrella) in the amount of four million dollars (\$4,000,000.00)

Licensee may if it so desires maintain fire and theft insurance in the amount equal to the value of the fixtures, merchandise, and equipment which are located therein as determined by the Licensee's insurance carrier and acceptable to the Licensor. It is expressly understood that the Licensor shall not be responsible for any losses that the Licensee may sustain as a result from fire, theft, or for any other reason not here stated.

All Policies providing coverage shall be issued by insurance companies acceptable to the Licensor. Licensee shall furnish to the Licensor certificates of insurance or, on request, original policies, and evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance (and of any automobile liability insurance), said certificates shall name the Town as an "additional insured." All such certificates or other evidence of insurance shall provide for the Town of Hempstead to be notified in writing thirty days (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies and notices shall be mailed to the Department at its address specified this Agreement or at such other address of which the Licensor shall give the Licensee notice in writing. All policies are to be written with an insurance company that is regulated by the State of New York's Insurance Department and it's acceptable to the Commissioner. Licensee shall not reduce the stated value of any required insurance guarantees without the express written authorization of the Commissioner.





Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING A PROPOSAL FROM LONG ISLAND GEESE CONTROL, INC. AND AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT BETWEEN SAID CORPORATION AND THE TOWN OF HEMPSTEAD FOR THE OPERATION OF A YEAR-ROUND GEESE MANAGEMENT PROGRAM AT CERTAIN DESIGNATED TOWN PARK FACILITES FOR AN INITIAL TERM OF THREE YEARS.

WHEREAS, following a relevant investigation, the Department of Parks and Recreation determined that it would be cost effective for the Town to contract out to a third party a year-round geese management program at certain designated Town park facilities rather than continuing to have Town employees perform such services utilizing leased border collie dogs; and

WHEREAS, the Town of Hempstead is desirous of entering into a Service Agreement for the operation of a year-round geese management program at certain designated Town park facilities; and

WHEREAS, the Town's Department of Parks and Recreation issued a "Request for Proposals" from qualified vendors in connection therewith and one proposal was received pursuant thereto; and

WHEREAS, the single submitted proposal may be briefly summarized as follows:

- | | |
|---|---|
| 1. Long Island Geese Control, Inc.
308 W. Main Street
LL Suite 2
Smithtown, NY 11787 | Annual service fee
for initial three year term
of \$159,920.00
for geese management services
at 16 Town park facilities |
|---|---|

and;

WHEREAS, the Commissioner of Parks and Recreation, in consultation with the Town's Attorney's Office, prepared the terms of a Service Agreement, subject to Town Board authorization and execution by the Commissioner; and

WHEREAS, such proposed Service Agreement is deemed to adequately protect the rights and interests of the Town and the Commissioner recommends to the Town Board that it be executed by the Commissioner on behalf of the Town; and

WHEREAS, the initial term of the Service Agreement will be for three years commencing as of March 1, 2017 with the possibility of a single three year extension; and

WHEREAS, this Town Board deems it to be in the Public Interest to enter into this Service Agreement with Long Island Geese Control, Inc.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and he hereby is authorized to execute the proposed Service Agreement with Long Island Geese Control, Inc., of Smithtown, New York, including any and all related documentation as may be required in connection therewith, for the operation a year-round geese management program at certain designated Town parks for an initial term of three years; and

BE IT FURTHER

Item # 21
 Case # 27326

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the aforementioned Service Agreement from account number 400-007-7110-4151 (Fees and Services).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Geese Management Service Agreement

THIS AGREEMENT (hereinafter referred to as the "Agreement" or the "Service Agreement") is made as of this ___ of _____ 2017, by and between the Town of Hempstead, hereinafter called the ("the "Town"), a municipal corporation of the State of New York, located in the County of Nassau, acting by and through the Commissioner, hereinafter called the ("Commissioner"), of the Town's Department of Parks and Recreation, hereinafter called the ("Department"), having its principal office at 200 North Franklin Street, Hempstead, NY 11550, and Long Island Geese Control, Inc., an independent contractor, with its usual place of business at 308 W. Main Street, LL Suite 2, Smithtown, NY 11787 hereinafter called the ("Service Provider").

WHEREAS, the Town exercises jurisdiction and control over Town Parks located within its boundaries; and

WHEREAS, the Town desires to enter in a service agreement ("Agreement" or "Service Agreement") with a qualified vendor to manage and operate a comprehensive year round geese management program in each of the Town Parks listed on Schedule "A" annexed to this Agreement and made a part hereof; and

WHEREAS, the Service Provider desires to manage and operate a comprehensive year round geese management program in each of the Town Parks set forth on Schedule "A."

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE ONE: The Town hereby retains the Service Provider to manage and operate a comprehensive year round geese management program in each of the Town Parks listed in Schedule "A" subject to all of the terms and conditions herein contained. The initial term of this Agreement is for three (3) years, commencing as of March 1, 2017, and ending on February 28, 2020 at midnight, provided, however, that the parties do not terminate this Agreement prior thereto either by mutual agreement or for cause or as otherwise provided herein. The Town will consider one (1) three (3) year extension after the Commissioner receives a written request therefore from the Service Provider. Said request for the three (3) year extension shall be made within the first two (2) months of 2019, and the extension will be granted or rejected based upon the sole discretion of the Commissioner. Annual Service Fees for any extension that is granted shall be subject to good faith negotiations between the parties. The Service Provider's proposed fees for the course of the extended term shall be submitted by the Service Provider along with the requisite request for an extension, and shall be finalized through negotiation prior to the expiration of this Agreement. The Commissioner shall, if he/she determines it to be in the best interest of the public, have the right to extend the term of this Agreement after the termination date in anticipation of an extension for a period he/she deems appropriate in order to complete the fee negotiation.

ARTICLE TWO: The Town shall pay the Service Provider the annual service fee (the "Annual Service Fee") set forth in Exhibit "A" in exchange for the Service Provider satisfactorily performing the geese management services specified herein. Said Annual Service Fee shall be paid by the Town in twelve (12) equal monthly payments in arrears following submission by Service Provider of a Town "claim form" to the Department.

The Service Provider hereby agrees and covenants with the Town that it will operate, manage, supervise, and maintain the comprehensive year round geese management program at each of the Town Parks set forth in Schedule "A" according to the terms and conditions of this Agreement and fully perform all obligations thereunder, in consideration of the Town's payment to the Service Provider of the Annual License Fee set forth in Exhibit "A".

Upon ten (10) days written notice to the Service Provider by the Commissioner, the Town may modify Schedule "A" by adding to, reducing and/or substituting the number and identity of the sixteen (16) Town Parks originally set forth in Schedule "A". In the event of such additions or reductions to Schedule "A", the Annual Service Fee shall be adjusted either upward or downward automatically, as the case may be, by the "per park" annual fee of \$9,995.00 on a pro-rata basis. The substitution of one park for another on Schedule "A", however, shall not result in any adjustment to the overall Annual Service Fee.

ARTICLE THREE: The Service Provider shall provide at its sole cost and expense all materials, equipment, services, labor including, without limitation, a sufficient number of certified Border Collies and radio (or comparably) dispatched vehicles as well as any and all permits as required by federal, state or local authorities which may be necessary to carry out the terms of this Agreement.

ARTICLE FOUR: The Service Provider shall maintain insurance naming the Town as "additional insured" as evidenced by certificates of insurance filed with the Commissioner during the term of this Agreement, in accordance with the schedule of insurance set forth in Exhibit "B", attached hereto and incorporated herein by reference.

ARTICLE FIVE:

The Service Provider hereby represents warrants and covenants to the Town as follows:

1. To provide, operate and manage a comprehensive year round geese management program for each of the Town Park facilities identified on Schedule "A" attached hereto and made a part hereof, all in accordance with industry best practices. Such geese management control program (the "Geese Management Program") shall, at a minimum, consist of the following key components;
 - a. Twice daily weekday (Monday-Friday) patrols at each of the Town Park Facilities set forth on Schedule A hereto and once daily patrols on weekends (Saturday-Sunday). Additional patrols as determined by the Service Provider or as reasonably requested by the Commissioner shall be provided at no additional cost.
 - b. Documentary evidence of all patrols in the form of performance records or activity logs shall be maintained by the Service Provider throughout the term of this Agreement and shall be provided to the Town upon the written request of the Commissioner.
 - c. The Service Provider must provide written documentation to the Commissioner on or before the commencement of the Agreement demonstrating that all Border Collie Dogs utilized in the Geese Management Program have been duly certified by either the American Border Collie Association or the International Sheepdog Society. Use of any dog that is not a certified Border Collie Dog shall be strictly prohibited and shall be grounds for terminating the Agreement.
 - d. Service Provider shall utilize radio (or comparably) dispatched vehicles.
2. To comply with all applicable ordinances of the Town and the laws and regulations of the County of Nassau, the State of New York and all Federal Laws, and save and hold harmless the Town from and against any and all claims and actions related thereto, and pay any and all reasonable attorney's fees actually expended by the Town in defense thereof.

3. At the expiration of the term hereby created, or upon Service Provider's breach of any of the covenants, agreements, terms or conditions herein contained, the Town or its agents shall have the right take over the management of the Geese Management Program, without process of law, and this Agreement shall automatically terminate. The Service Provider shall be responsible for any loss or damage to the town for the Service Provider's failure to comply with any of the terms hereof.

ARTICLE SIX: The Service Provider shall be solely responsible for and pay for all labor and services performed and materials used by, or furnished to, the Service Provider or any contractor employed by the Service Provider, and shall indemnify and hold the Town and the premises harmless and free from any action or claim or lien therefore and Service Provider shall pay any and all reasonable attorney's fees actually expended by Town in defense or prosecution of any such action.

Any waiver, expressed or implied, by the Town or the Service Provider, of any breach of this Agreement or any terms, conditions or promises herein contained shall not be, or be construed to be, a waiver of any subsequent breach of the same or any other term, condition or promise herein contained in this Agreement.

ARTICLE SEVEN: Service Provider acknowledges that it neither has, nor obtains any rights, whether at law or in equity, to extend this Agreement beyond the initial three (3) year term. Service Provider further acknowledges that it has obtained no property rights in any property of the Town, whether real or personal, by virtue of this Agreement and hereby agrees and covenants with the Town that it will not pursue any claim for deprivation of property rights or other rights by virtue of the expiration of this Agreement.

ARTICLE EIGHT: In the event of any deficiencies, breaches or violations of this Agreement, by the Service Provider, (including, without limitation, the failure to provide geese management control service to the satisfaction of the Town as determined in the sole discretion of the Commissioner) a ten (10) calendar day notice will be given to the Service Provider by the Town or Commissioner to correct such deficiencies, breaches or violations. In the event that the Service Provider fails to correct such deficiencies, breaches or violations within this ten (10) calendar day period, to the reasonable satisfaction of the Commissioner, the Town may terminate this Agreement and hold the Service Provider liable for all reasonable costs including, without limitation, reasonable legal fees actually paid related to such termination and all costs and expenses incurred by the Town in conjunction with the re-contracting of another operator or of the Town's self-operation of the Geese Management Program. If, due to any decision of a court of competent jurisdiction, the Town shall be directed to provide a third party with the right to operate the Geese Management Program completed hereunder then (a) the Town may cancel this Agreement on ten (10) calendar days written notice, (b) Service Provider shall

immediately cease rendering services hereunder, (c) the Town shall be responsible for Annual License Fees only for the time the Service Provider was able to operate under the Agreement, and (d) Service Provider waives any actions against Town, or any of its officers, agents, and employees for damages as a result of cancellation for such reasons.

ARTICLE NINE:

1. The Service Provider assumes all risks in the operation and management of the Town's Geese Management Program under this Agreement and shall be solely responsible and answerable in damages for all injuries, torts, and accidents to person or property directly or indirectly related to such operation and management. Service Provider hereby covenants and agrees to indemnify and hold harmless and defend the Town and the Department and their officials, employees and agents from and against any and all liabilities, claims, suits, actions, losses, damages or injury to person or property, judgments, suits, costs, disbursements and expenses including, but not limited to, reasonable attorney's fees and expenses, of whatsoever kind and nature, whether direct or indirect, arising out of or relative to the operation and management of the Town's Geese Management Program or the carelessness, negligence, tortious acts, or improper conduct of the Service Provider or any officials, employees and agents or sub-contractors and from any liability, claim, or action arising from any property owned by or in the care, custody and control of the Service Provider, which responsibility shall not be limited to the insurance coverage herein provided. It is expressly agreed that the Commissioner, other Town officials, employees, and their agents, are not personally liable in any way under this Agreement or as to any representation pertaining to this Agreement.
2. The Service Provider shall not employ or use any persons known as "hawkers," "spielers," "criers" or other noisemakers or any other means of attracting attention to the Service Provider's operation without written approval of the Commissioner.
3. The Service Provider agrees not to use or suffer or permit any persons under its control to operate the Geese Management Program in any manner whatsoever or any part thereof for any illegal purpose or for any purpose in violation of any federal, state, county or municipal law, ordinance, rule, order or regulation or of any ordinance, rule or regulation of the Department; and Service Provider shall indemnify, defend and hold harmless all Town officials, employees and their agents from and against any damage, liability, penalty, fine, judgment, expense or charge suffered,

imposed, assessed, incurred including, but not limited to, reasonable attorney's fees and expenses, for any violation or breach of any law, ordinance, rule, order or regulation or occasioned by any act, neglect or omission of the Service Provider, or of any of its employees.

The Service Provider shall procure at the Service Provider's sole cost and expense all permits or licenses necessary for the legal operation and execution of the Agreement, including, without limitation, the operation and management of the Geese Management Program.

4. The Service Provider hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official in the operation of this Agreement; any such interference shall not relieve the Service Provider from any obligation hereunder.
5. Nothing herein contained shall constitute the Service Provider or the Service Provider's employees as agents or employees of the Town, it being the intention of the parties that Service Provider is and shall remain an independent contractor of the Town and that each shall be responsible for the supervision and control of their respective operations, including, without limitations, supervising and controlling their own personnel if any. Service Provider shall supply all necessary personnel and certified Border Collie dogs for the operation and management of the Geese Management Program.
6. It is expressly understood and agreed by and between the parties hereto that the officers and agents of the Town and the Department and its officers and agents are acting in a representative capacity for the Town and not for their own benefit, and that the Service Provider, shall not have any claim against them or any of them as individuals in any event whatsoever.
7. The Service Provider shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or of its right, title, or interest herein, or its power to execute such Agreement, or assign all or any portion of the money that may be due or become due under the terms hereof to any other person, company or corporation without the previous consent, in writing, of the Commissioner. There shall be no change of officers or directors or

members or partners or transfer of a stock certificate, or any interest in the corporation, limited liability company or partnership, as may be the case, whatsoever, without the prior written consent of the Town.

8. All notices and orders given to the Service Provider may be served by mailing the same by certified mail, return receipt requested or by hand delivery to the Service Provider at the address hereinbefore set forth. All notices required to be given to the Licensor may be served by mailing the same to the Town by certified mail return receipt requested, or delivering a copy thereof to: Town of Hempstead, Department of Parks & Recreation, 200 North Franklin Street, Hempstead, New York, 11550-1390, Attn: Office of the Commissioner.

9. This Agreement shall only be modified or canceled in writing, executed by the parties hereto and approved by (1) the Commissioner and (2) the Town Comptroller as to financial safeguards, and upon such terms and conditions as may be mutually agreed upon between the Service Provider and the Town. However, no such modification or cancellation shall be effective until so executed and approved.

10. The Town reserves the right to terminate this Agreement forthwith at any time in the event of a default, breach, or violation by the Service Provider of any of the following provisions of this Agreement. If the Service Provider or any of its officers, directors, or corporate shareholders, members or partners, as the case may be, become convicted of a felony or commits an act of moral turpitude, it shall be grounds for immediate termination and the Town shall have, at the Town's option, the right to: (i) call upon the Service Provider to complete this Agreement, (ii) take any other action deemed appropriate and necessary against and/or upon any form of collateral or surety guaranteeing or securing performance and (iii) hold the Service Provider responsible for damages the Town suffers. Service Provider expressly waives any and all claims for damages and loss against the Town, or its officers, employees and agents, for or on account of any act done, caused to be done, or their failure to for any act, in exercising any or all these rights.


11. In the event that during the term of this Agreement the functions and duties of the Department are transferred to a new or other department of the Town, then in that event, the said new or other department will assume the functions, rights and duties of the Department hereunder.
12. The Town's failure to insist upon strict compliance of any term, condition, or covenant herein contained shall not be deemed a waiver of that term, condition or covenant; nor shall any waiver in writing amendatory to the written Agreement be deemed a waiver for any date, time, place or purpose not contained within such amendatory agreement.
13. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, unenforceable, illegal, unconstitutional or against public policy, such findings shall not affect the remainder of this Agreement, and every other term or provision of this Agreement shall be deemed valid and be enforced to the fullest extent permitted by law.
14. The Service Provider represents and warrants that, unless exempt, it has, and/or will file with the Town Clerk the verified Public Disclosure Form and shall file an updated statement with the said Clerk on or before the 31st day of January in each year of this Agreement's duration. The Service Provider acknowledges that such filing is in a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the Town shall be entitled, upon its determination that such breach has occurred, to damages, in addition to all other legal remedies.
15. The Service Provider represents and warrants that it has not offered or given to any official, employee or agent of the Town, New York State, or any political party, with the purpose or intent of securing favorable treatment with respect to the awarding or amending of this Agreement, or the making of any determinations with respect to the performance of this Agreement, and that Service Provider has read and is familiar with the Town's Code of Ethics and Article 18 of the General Code Municipal Law.
16. The Service Provider represents and warrants that it is not in arrears to the Town upon any other debt or contract and is not in default, nor has ever defaulted as a surety, contractor, licensee or otherwise, on any obligation to the Town.

17. If at any time prior to the date herein fixed as the termination of the term of this Agreement, there shall be filed by or against Service Provider, or any officer, director, shareholder, member or partner of the Service Provider, in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Service Provider's property, and within thirty (30) days thereof Service Provider fails to secure a discharge of, or if Service Provider makes an assignment for the benefit of the creditors, or a petition for or enters into an arrangement, this Agreement shall ipso facto be canceled and terminated and in which event neither Service Provider nor any person claiming through or under Service Provider or by virtue of any statute or of an order of any court shall be entitled to beneficial use of or interest in this Agreement.
18. The Service Provider agrees to employ a manager for the Geese Management Program as well as employees, satisfactory to the Town, during the performance of this Agreement. If at any time the Town notifies the Service Provider that it has determined that any manager or employee is unsatisfactory in that his/her employment is detrimental to the best interest of the Geese Management Program and the public using it, the Licensee shall be required to replace him/her with one that is satisfactory to the Commissioner at the earliest possible date.
19. The Service Provider agrees to be responsible for the loss or damage to Town property or the replacement of such property caused by employees or Border Collies of the Service Provider.
20. It is understood that this Agreement is not formally binding until the Agreement is ratified by the Town Board Resolution that is duly signed by the Supervisor of the Town or by representatives duly appointed by the Supervisor of the Town.
21. The provisions of Article Nine section "1" shall survive the termination of the "Agreement".

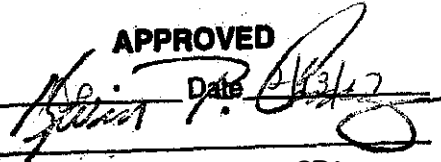
ARTICLE TEN: Agreement Documents – The performance of this Agreement shall be subject to the provisions of the following documents, all of which are either attached hereto or are incorporated herein by reference as though an integral part of this Agreement. Where there is any inconsistency between the terms of the Agreement Documents, they shall take precedence in the following order:

1. This Agreement and the Exhibits thereto, the
2. The Request for Proposals (“RFP”)
3. Certificates of Insurance

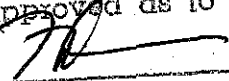
This Agreement sets forth the entire Agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, letters of intent, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party hereto or by any related or unrelated party.

Approved:


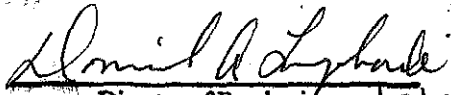
Theresa E. Gaffney
Executive Assistant
Dated: 2/13/17

APPROVED
By  Date 2/13/17

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

Approved as to form


Deputy Town Attorney
Dated 2/13/17

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


Director of Purchasing 2/13/2017
DEPUTY TOWN COMPTROLLER

IN WITNESS THEREOF, the parties execute this Agreement in triplicate on the day and year set forth above on page one (1.)

TOWN OF HEMPSTEAD

(TOWN SEAL)

Commissioner Michael J. Zappolo

STATE OF NEW YORK)

ss.:

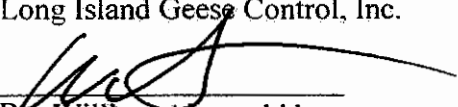
COUNTY OF NASSAU

On the _____ of _____ 2017 before me personally came Michael J. Zappolo, to me known, who being by me duly sworn did depose and say that he is the Commissioner of the Department of Parks and Recreation of the Town of Hempstead, the corporation described in and which executed the foregoing Agreement; that he knows the seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of said corporation and that he signed his name hereto by like order.

Notary Public

(CORPORATE SEAL)

Long Island Geese Control, Inc.

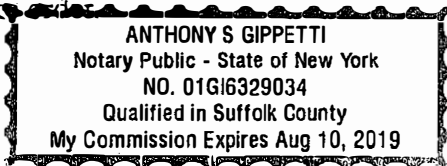

By: William Alemaghides
Title: President

STATE OF NEW YORK)

ss.:

COUNTY OF ~~NASSAU~~ **Suffolk**

On the **6** of **Feb** 2017 before me personally came William Alemaghides, to me known, who being by me duly sworn, did depose and say that he resides at 308 W. Main Street, Smithtown, NY 11787 and that he is the President of Long Island Geese Control, Inc., the corporation described in and which executed the foregoing Agreement; that he knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.



Notary Public



**“Schedule A”
Town of Hempstead
Geese Management**

West Area

1. Point Lookout Little League Field
Lido Blvd., Point Lookout 11569
2. Town Park @ Point Lookout
1300 Lido Blvd., Point Lookout 11569
3. Lido Beach Park, Camp Anchor
630 Lido Blvd., Lido Beach 11569
4. Shell Creek Park
30 Vanderbilt Ave., Island Park 11558
5. Oceanside Park
3800 Mahlon Brower Drive, Oceanside 11572
6. Wrights Field
Mahlon Brower Drive, Oceanside 11572
7. Baldwin Park
3232 So. Grand Ave., Baldwin 11510
8. Guy Lombardo Marina
Guy Lombardo Ave., Freeport 11520

East Area

1. Seamans Neck Park
2700 Seamans Neck Rd., Seaford 11783
2. Newbridge Road Park
2600 Newbridge Road, Bellmore 11710
3. Merrick Road Golf Course
2550 Clubhouse Road, Merrick 11566
4. Greenfield Cemetery
Nassau Road, Uniondale
5. Speno Park
745 East Meadow Ave., East Meadow 11554
6. Forest City Park
3099 Morgan Drive, Wantagh 11793
7. Cuomo Field
Alken Ave., North Wantagh
8. Lakeside School
Merrick Road, Merrick 11566

Exhibit A
Annual Service Fee Form
for Town Geese Management Program

Year 1

a) Point Lookout Little League Field

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

b) Town Park @ Point Lookout

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

c) Lido Beach Park, Camp Anchor

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

d) Shell Creek Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

e) Oceanside Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

f) Wrights Field

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

g) Baldwin Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

h) Guy Lombardo Marina

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

i) Seamans Neck Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

j) Newbridge Road Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

k) Merrick Road Golf Course

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

l) Greenfield Cemetery

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

m) Speno Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

n) Forest City Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

o) Cuomo Field

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

p) Lakeside School

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

Year 2

a) Point Lookout Little League Field

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

b) Town Park @ Point Lookout

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

c) Lido Beach Park, Camp Anchor

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

d) Shell Creek Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

e) Oceanside Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

f) Wrights Field

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

g) Baldwin Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

h) Guy Lombardo Marina

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

i) Seamans Neck Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

j) Newbridge Road Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

k) Merrick Road Golf Course

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

l) Greenfield Cemetery

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

m) Speno Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

n) Forest City Park

\$ 9,995.00 (Dollar Amount)

Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

o) Cuomo Field

\$ 9,995.00 (Dollar Amount)

Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

p) Lakeside School

\$ 9,995.00 (Dollar Amount)

Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

Year 3

a) Point Lookout Little League Field

\$ 9,995.00 (Dollar Amount)

Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

b) Town Park @ Point Lookout

\$ 9,995.00 (Dollar Amount)

Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

c) Lido Beach Park, Camp Anchor

\$ 9,995.00 (Dollar Amount)

Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

d) Shell Creek Park

\$ 9,995.00 (Dollar Amount)

Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

e) Oceanside Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

f) Wrights Field

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

g) Baldwin Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

h) Guy Lombardo Marina

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

i) Seamans Neck Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

j) Newbridge Road Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

k) Merrick Road Golf Course

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

l) Greenfield Cemetery

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

m) Speno Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

n) Forest City Park

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

o) Cuomo Field

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

p) Lakeside School

\$ 9,995.00 (Dollar Amount)
Nine thousand nine hundred ninety five dollars (Dollar Amount Written)

EXHIBIT B

INSURANCE

On or before the date of execution of this Agreement, the Licensee, at its own cost and expense, shall provide the Commissioner with the following insurance documents naming the Licensor as "additional insured:"

- A. Commercial General Liability Insurance including contractual coverage, in an amount not less than one million dollars (\$1,000,000/\$3,000,000) combined limit for bodily injury and property damage per occurrence.
- B. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than five hundred thousand dollars (\$500,000) combined single limit for bodily injury and property damage per occurrence.
- C. Worker's Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law Sec. 108, this Agreement shall be void and of no effect unless the Licensee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- D. Corporate Excess Liability (Umbrella) in the amount of five million dollars (\$5,000,000.)

Licensee may if it so desires maintain fire and theft insurance in the amount equal to the value of the fixtures, merchandise, and equipment which are located therein as determined by the Licensee's insurance carrier and acceptable to the Licensor. It is expressly understood that the Licensor shall not be responsible for any losses that the Licensee may sustain as a result from fire, theft, or for any other reason not here stated.

All Policies providing coverage shall be issued by insurance companies acceptable to the Licensor. Licensee shall furnish to the Licensor certificates of insurance or, on request, original policies, and evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance (and of any automobile liability insurance), said certificates shall name the Town as an "additional insured." All such certificates or other evidence of insurance shall provide for the Town of Hempstead to be notified in writing thirty days (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies and notices shall be mailed to the Department at its address specified this Agreement or at such other address of which the Licensor shall give the Licensee notice in writing. All policies are to be written with an insurance

company that is regulated by the State of New York's Insurance Department and it's acceptable to the Commissioner. Licensee shall not reduce the stated value of any required insurance guarantees without the express written authorization of the Commissioner.

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING MEMBERSHIP IN
THE LONG ISLAND CONVENTION AND VISITORS BUREAU
AND SPORTS COMMISSION
JAN., 2017 THROUGH DEC., 2017

WHEREAS, there has been created within the Town of Hempstead an Office of Tourism for the purpose of attracting visitors to our township, which in turn supports our employment market as well as generates revenue; and

WHEREAS, in furtherance of this program the Director of Tourism has recommended membership in the Long Island Convention and Visitors Bureau and Sports Commission to foster Tourism through the use of the Commission's services such as Welcome Centers and Business Leads, at an annual fee of \$166.00; and

WHEREAS, this Town Board deems it in the public interest to authorize said membership;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of Tourism of the Town of Hempstead be and it hereby is authorized to represent the Town in its membership in the Long Island Convention and Visitors Bureau — Long Island Convention and Visitors Bureau and Sports Commission, 330 Vanderbilt Motor Parkway, Suite 203, Hauppauge, New York 11788 at an annual fee of \$166.00; and

RESOLVED, the said sum shall be a charge against and paid out of the Office of Tourism Office Expense Account No. 010-004-6425-4040.

The foregoing resolution was seconded by
call as follows:

and adopted upon roll

AYES:

NOES:

Item # 22
Case # 25179

CASE NO :

RESOLUTION NO :

ADOPTED :

offered the following resolution and moved its
adoption:

RESOLUTION AUTHORIZING PAYMENT FOR 2017
MEMBERSHIP TO NEW YORK STATE ASSOCIATION
OF TOWN SUPERINTENDENTS OF HIGHWAY, INC.

WHEREAS, the Commissioner of the Department of Highways, in the performance of his official function as Superintendent is required to become a member of various organizations; and

WHEREAS, New York State Association of Town Superintendents of Highways, Inc., 125 State Street, Albany, New York 12207, is one such organization; and

NOW THEREFORE, BE IT

RESOLVED, that the membership fee be approved for payment by the Department of Highways not exceeding \$150.00 (one hundred and fifty dollars and no cents) for a one year membership;

AND BE IT FURTHER

RESOLVED, that the total sum of \$150.00 (one hundred and fifty dollars and no cents) in the subject matter be a charge to the Office Expense Account in the Department of Highways (010-003-5010-4040) and be paid to the above upon submission of a duly executed claim form approved by the Town Comptroller.

The foregoing Resolution was adopted upon role call as follows:

AYES:

NOES:

Item #

23

Case #

12673

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR
TO SETTLE THE CLAIM OF NEW HORIZON SURGICAL
CENTER IN THE AMOUNT OF \$ 18,671.04

WHEREAS, New Horizon Surgical Center with offices in
Patterson, New Jersey made a claim under the applicable
provisions of No - Fault / Personal Injury Protection (PIP)
regulations for payment of medical services rendered for
treatment of personal injuries sustained by Luis Moran when
he was in an accident with a Traffic Control Division of
the Department of General Services pickup truck on Merrick
Road in Merrick, New York on April 15, 2016; and

WHEREAS, subsequent to making this claim a proposal
was made between New Horizon Surgical Center and the Claims
Service Bureau of New York Inc.; the claims representatives
of the Town of Hempstead, regarding payment of this claim
in the amount of \$ 18,671.04; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to
pay the claim of New Horizon Surgical Center regarding the
medical services rendered to Louis Moran pursuant to the
applicable No - Fault/ Personal Injury Protection
provisions in the amount of \$ 18, 671.04 said amount to be
paid out of the General Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

24

Case #

10889

Resolution – Amending Resolution No. 38–2017 Re: Various offices positions & occupations in the Town Government of the Town of Hempstead

Item # 26
Case # 7

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 12-2017, 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 March 7, 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. 12-2017, 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 # 27

Case # 29657

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 7th day of March, 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:

OCEANSIDE
Section 202-13

EVANS AVENUE (TH 18/17) South Side - NO PARKING 7 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS - starting at a point 105 feet east of the east curbline of Lawson Boulevard, east for a distance of 27 feet.

EVANS AVENUE (TH 18/17) South Side - NO PARKING 7 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS - starting at a point 299 feet east of the east curbline of Lawson Boulevard, east to the west curbline of Yost Boulevard.

NASSAU PARKWAY (TH 5/17) South Side - NO PARKING 7 AM - 7 PM MONDAYS, WEDNESDAYS and FRIDAYS EXCEPT HOLIDAYS - starting at the east curbline of Oceanside Road, east to the west curbline of Mount Avenue.

ROSE STREET (TH 24/17) North Side - NO PARKING 7 AM to NOON EXCEPT SATURDAY, SUNDAY & HOLIDAYS - from the west curbline of Royal Avenue west for a distance of 146 feet.

WEST HEMPSTEAD
Section 202-20

CHESTNUT STREET (TH 25/17) North Side - NO PARKING 7 AM-4:30 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting from the east curbline of Hempstead Gardens Drive, then east for a distance of 206 feet.

CHESTNUT STREET (TH 25/17) North Side - NO PARKING 7 AM-4:30 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 310 feet east of Hempstead Gardens Drive, then east to its termination.

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

OCEANSIDE
Section 202-13

EVANS AVENUE (TH 326/72) South Side - NO PARKING 7 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS - starting at a point 90 feet east of the east curbline of Lawson Boulevard, east to the west curbline of Yost Boulevard. (Adopted 8/29/72)

NASSAU PARKWAY (TH 488/01) South Side - NO PARKING 7 AM - 7 PM MONDAY, WEDNESDAY & FRIDAY EXCEPT HOLIDAYS - starting at the west curbline of Mount Avenue, west for a distance of 90 feet. (Adopted 12/4/01)

NASSAU PARKWAY (TH 488/01) South Side - NO PARKING
7 AM - 7 PM MONDAY, WEDNESDAY and FRIDAY EXCEPT
HOLIDAYS - starting at a point 110 feet west of the west
curbline of Mount Avenue, west to the east curbline of Oceanside
Road. (Adopted 12/4/01)

ROSE STREET (TH 606/73) North Side - NO PARKING 7 AM
to NOON EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS -
starting from the west curbline of Royal Avenue, west for a
distance of 220 feet. (Adopted 12/18/73)

WEST HEMPSTEAD
Section 202-20

CHESTNUT STREET - North Side - NO PARKING
7 AM-4:30 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS - from the east curbline of Hempstead Gardens Drive,
east to its dead end. (Adopted 1/30/62)

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 21, 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 four of two thousand seventeen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

OCEANSIDE Section 202-13 EVANS AVENUE (TH 18/17) South Side - NO PARKING 7 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS - starting at a point 105 feet east of the east curblin of Lawson Boulevard, east for a distance of 27 feet.

EVANS AVENUE (TH 18/17) South Side - NO PARKING 7 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS - starting at a point 299 feet east of the east curblin of Lawson Boulevard, east to the west curblin of Yost Boulevard.

NASSAU PARKWAY (TH 5/17) South Side - NO PARKING 7 AM - 7 PM MONDAYS, WEDNESDAYS and FRIDAYS EXCEPT HOLIDAYS - starting at the east curblin of Oceanside Road, east to the west curblin of Mount Avenue.

ROSE STREET (TH 24/17) North Side - NO PARKING 7 AM to NOON EXCEPT SATURDAY, SUNDAY & HOLIDAYS - from the west curblin of Royal Avenue west for a distance of 146 feet.

WEST HEMPSTEAD Section 202-20 CHESTNUT STREET (TH 25/17) North Side - NO PARKING 7 AM-4:30 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting from the east curblin of Hempstead Gardens Drive, then east for a distance of 206 feet.

CHESTNUT STREET (TH 25/17) North Side - NO PARKING 7 AM-4:30 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 310 feet east of Hempstead Gardens Drive, then east to its termination.

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 four of two thousand seventeen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

OCEANSIDE Section 202-13 EVANS AVENUE (TH 326/72) South Side - NO PARKING 7 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS and HOLIDAYS - starting at a point 90 feet east of the east curblin of Lawson Boulevard, east to the west curblin of Yost Boulevard. (Adopted 8/29/72)

NASSAU PARKWAY (TH 488/01) South Side - NO PARKING 7 AM - 7 PM MONDAY, WEDNESDAY & FRIDAY EXCEPT HOLIDAYS - starting at the west curblin of Mount Avenue, west for a distance of 90 feet. (Adopted 12/4/01)

NASSAU PARKWAY (TH 488/01) South Side - NO PARKING
7 AM - 7 PM MONDAY, WEDNESDAY and FRIDAY EXCEPT
HOLIDAYS - starting at a point 110 feet west of the west
curbline of Mount Avenue, west to the east curbline of Oceanside
Road. (Adopted 12/4/01)

ROSE STREET (TH 606/73) North Side - NO PARKING 7 AM
to NOON EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS -
starting from the west curbline of Royal Avenue, west for a
distance of 220 feet. (Adopted 12/18/73)

WEST HEMPSTEAD
Section 202-20

CHESTNUT STREET - North Side - NO PARKING
7 AM-4:30 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS - from the east curbline of Hempstead Gardens Drive,
east to its dead end. (Adopted 1/30/62)

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 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. 13-2017, 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 March 7, 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. 13-2017, 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 # 28

Case # 29658

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 five of two thousand seventeen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

MERRICK CAMP AVENUE (TH 28/17) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Remson Avenue, east for a distance of 30 feet.

WANTAGH LOCUST AVENUE (TH 512/16) North Side - NO PARKING ANYTIME - starting at a point 355 feet west of a point opposite the west curbline of Corral Path, west for a distance of 57 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 five of two thousand seventeen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following location:

WANTAGH LOCUST AVENUE (TH 512/16) North Side - NO PARKING ANYTIME - starting at a point 308 feet west of a point opposite the west curbline of Corral Path, west for a distance of 54 feet. (Adopted 1/24/17)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND SECTION ONE HUNDRED NINETY TWO DASH ONE OF THE CODE OF THE TOWN OF HEMPSTEAD, BY THE ADDITION OF A LOCATION INTO SUBDIVISION "EE" THEREOF, IN RELATION TO GROSS WEIGHT RESTRICTIONS UPON COMMERCIAL VEHICLES USING CERTAIN HIGHWAYS IN SEAFORD.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the addition of a location into subdivision "EE", in relation to gross weight restrictions upon commercial vehicles using certain town highways in Seaford; and

WHEREAS, has introduced a local law known as Intro. No. -2017, Print No. 1, as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 7th day of March, 2017, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2017, Print No. 1, to amend Section 192-1 of the Code of the Town of Hempstead by the addition of a location into subdivision "EE" in relation to gross weight restrictions upon commercial vehicles using certain town highways in Seaford; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the bulletin board maintained by them for that purpose in the Town Hall once, pursuant to Section 4-1 of Chapter 4 of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the date of said hearing.

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

AYES:

NOES:

Item # 29
Case # 19829

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 Hall Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of March , 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the insertion of a location into subdivision "EE", thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"EE" - SEAFORD

NARRAGANSET AVENUE - from Merrick Road
to Harbor Boulevard.
(TH-411/16)

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
February 21 , 2017.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

-Intro No.

Print No.

Town of Hempstead

A local law to amend section one hundred ninety two dash one of the code of the town of Hempstead by the addition of a location into subdivision "EE" in relation to gross weight restrictions upon commercial vehicles using certain town highways in Seaford.

Introduced by:

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

Section 1. Section one hundred ninety-two dash one of the code of the town of Hempstead as constituted by local law number one of nineteen hundred sixty-nine, shall be amended by the addition of a location into subdivision "EE" thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"EE" - SEAFORD

§2. 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 FOR THE PURPOSE OF ESTABLISHING AND SETTING ASIDE CERTAIN PARKING SPACES FOR MOTOR VEHICLES FOR THE SOLE USE OF HOLDERS OF SPECIAL PARKING PERMITS ISSUED BY THE COUNTY OF NASSAU TO PHYSICALLY HANDICAPPED PERSON.

WHEREAS, pursuant to Section 202-48 of the Code of the Town of Hempstead, the Town Board may, from time to time, hold public hearings to establish and set aside public places, streets or portions of streets within the Town as parking spaces for the sole and exclusive use of holders of valid special parking permits issued by the County of Nassau to physically handicapped persons;

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of March, 2017, at 10:30 o'clock in the forenoon of that day, at which time all persons interested shall be heard on the establishment and setting aside of certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

BALDWIN

BERKLEY STREET - east side, starting at a point 136 feet south of the south curblineline of Lenox Road, south for a distance of 22 feet. (TH-583B/15)

FRANKLIN SQUARE

PACIFIC AVENUE - west side, starting at a point 5 feet south of a point opposite the south curblineline of Maxwell Street, north for 19 feet. (TH-569/16)

HANCOCK AVENUE - south side, starting at a point 76 feet east of the east curblineline of Lincoln Street, east for 20 feet. (TH-572/16)

DORIS AVENUE - east side, starting at a point 38 feet north of the north

Rem # 30

Case # 21527

curbline of Park Avenue, north for
20 feet.
(TH-529/16)

ELMONT

PELHAM STREET - north side, starting
at a point 113 feet west of the
west curbline of Roquette Avenue,
west for 20 feet.
(TH-11B/16)

ROOSEVELT

SECOND PLACE - east side, starting
at a point 53 feet south of the east
curbline of East Clinton Avenue, then
south for a distance of 22 feet.
(TH-570/16)

WEST HEMPSTEAD

WADLEIGH AVENUE - south side, starting
at a point 255 feet east of Hempstead
Gardens Drive east curbline, then east
for a distance of 20 feet.
(TH-553/16)

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

BALDWIN

BERKEY STREET - east side, starting
at a point 130 south of the south
curbline of Lenox Road, south for
a distance of 20 feet.
(TH-583/15 - 2/09/16) (TH-583B/15)

BELLMORE

RUSSEL STREET - west side, starting
at a point 168 feet south of the south
curbline of Beltagh Avenue, south for
a distance of 20 feet.
(TH-251/06 - 8/08/06) (TH-559/16)

FRANKLIN SQUARE

WOOL AVENUE - north side, starting
at a point 238 feet east of the
east curbline of Franklin Avenue,
east for 20 feet.
(TH-424/99 - 4/25/00) (TH-526/16)

INWOOD

WEST END AVENUE - west side, starting
at a point 89 feet, south of a point

opposite the south curbline of Loretta
Street, south for a distance of 18
feet.
(TH-429/09 - 11/24/09) (TH-002/17)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper having a general circulation in the Town of Hempstead, once at least ten days prior to the above-specified date of said hearing.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of March , 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:

BALDWIN

BERKLEY STREET - east side, starting at a point 136 feet south of the south curblineline of Lenox Road, south for a distance of 22 feet.
(TH-583B/15)

FRANKLIN SQUARE

PACIFIC AVENUE - west side, starting at a point 5 feet south of a point opposite the south curblineline of Maxwell Street, north for 19 feet.
(TH-569/16)

HANCOCK AVENUE - south side, starting at a point 76 feet east of the east curblineline of Lincoln Street, east for 20 feet.
(TH-572/16)

DORIS AVENUE - east side, starting at a point 38 feet north of the north curblineline of Park Avenue, north for 20 feet.
(TH-529/16)

ELMONT

PELHAM STREET - north side, starting at a point 113 feet west of the west curblineline of Roquette Avenue, west for 20 feet.
(TH-11B/16)

ROOSEVELT

SECOND PLACE - east side, starting at a point 53 feet south of the east curbline of East Clinton Avenue, then south for a distance of 22 feet.
(TH-570/16)

WEST HEMPSTEAD

WADLEIGH AVENUE - south side, starting at a point 255 feet east of Hempstead Gardens Drive east curbline, then east for a distance of 20 feet.
(TH-553/16)

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

BALDWIN

BERKEY STREET - east side, starting at a point 130 south of the south curbline of Lenox Road, south for a distance of 20 feet.
(TH-583/15 - 2/09/16) (TH-583B/15)

BELLMORE

RUSSEL STREET - west side, starting at a point 168 feet south of the south curbline of Beltagh Avenue, south for a distance of 20 feet.
(TH-251/06 - 8/08/06) (TH-559/16)

FRANKLIN SQUARE

WOOL AVENUE - north side, starting at a point 238 feet east of the east curbline of Franklin Avenue, east for 20 feet.
(TH-424/99 - 4/25/00) (TH-526/16)

INWOOD

WEST END AVENUE - west side, starting at a point 89 feet, south of a point opposite the south curbline of Loretta Street, south for a distance of 18 feet.
(TH-429/09 - 11/24/09) (TH-002/17)

ALL PERSONS INTERESTED shall have an opportunity to be

heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
February 21, 2017

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE ADOPTION OF TOWN OF HEMPSTEAD PUBLIC PARKING FIELD MAPS SHOWING PARKING REGULATIONS AT CERTAIN PARKING FIELDS.

WHEREAS, pursuant to Section 80-4 of the Code of the Town of Hempstead, public hearings are held on the adoption of public parking field maps, indicating traffic and parking regulations thereon; and

WHEREAS, the Commissioner of General Services has submitted parking field maps for certain locations showing revisions of maps heretofore adopted with respect to said regulations;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on the 7th day of March, 2017, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the adoption of the following public parking field maps showing the adoption of five (5) "12 Hour Parking 9 AM - 9 PM" signs and two (2) "3 Hour Parking" sign in parking field B-6, Bellmore; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

BELLMORE
B-6

Grand Avenue Parking Field
Bellmore Public Parking District
(TH-70/16)

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of said hearing by the publication thereof in Newsday, a newspaper having a general circulation in the Town of Hempstead, once pursuant to Section 4-1 of Chapter Four of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the above specified date of said hearing.

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

AYES

NOES:

Item # 31
Case # 16214

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of five (5) "12 Hour Parking 9 AM - 9 PM" signs and two (2) "3 Hour Parking" signs in parking field B-6, Bellmore; all in accordance and with Section 80-4 of the Code of the Town of Hempstead.

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

BELLMROE
B-6

Grand Avenue Parking Field
Bellmore Public Parking District
(TH-70/16)

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

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

Dated: Hempstead, New York
February 21 , 2017

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

CASE NO. 6288

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON
APPLICATION OF BOLLA OPERATING LI CORP. FOR A
VARIANCE FROM PROVISIONS OF "GSS" ORDINANCE AT
BALDWIN, NEW YORK

ADOPTED:

offered the following resolution and moved its
adoption:

RESOLVED, that a public hearing be held March 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, to consider the application of BOLLA
OPERATING LI CORP. for a variance from the provisions of
"GSS" Ordinance for a permit to operate a convenience store
and install two (2) storage tanks, each with a capacity of
15,000 gallons at an existing gasoline service station at
the premises located on the n/w/cor. of Grand & Stowe Aves.
Baldwin, 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 #

32

Case #

6288

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on March 7, 2017 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of BOLLA OPERATING LI CORP. for a variance from the provisions of "GSS" for a permit to operate a convenience store and install two (2) storage tanks, each with a capacity of 15,000 gallons at an existing gasoline service station at the premises located on the n/w/cor. of Grand & Stowe Aves. Baldwin, New York, on the following described premises at BALDWIN, New York:

A rectangular shaped parcel located on the n/w intersection of Grand Ave. & Stowe Aves. w/frontage of 129' on Grand Ave. & 94.05' on Stowe Ave. in Baldwin, New York, 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, NEW YORK.

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Dated: February 21, 2017
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR PHILIP
BROOKMEYER, COUNSEL TO THE
COMMISSIONER, DEPARTMENT OF PARKS
AND RECREATION, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Philip Brookmeyer, Counsel to the
Commissioner, Department of Parks and Recreation, in the Department of Parks and Recreation, be and
hereby is increased to \$60,843, Ungraded, by the Commissioner of the Department of Parks and
Recreation and ratified by the Town Board of the Town of Hempstead effective February 22, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF KATHLEEN CRIST AS
RECEPTIONIST, IN THE DEPARTMENT OF
HUMAN RESOURCES.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Kathleen Crist, now serving as Office Aide, in the Department of Human Resources, be and hereby is appointed Receptionist, Non Competitive, Grade 9, Start Step (A), Salary Schedule D, \$40,974, in the Department of Human Resources, by the Director of the Department of Human Resources and ratified by the Town Board of the Town of Hempstead effective February 22, 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 ROBIN DEVITO AS
MESSENGER, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Robin DeVito be and hereby is appointed
Messenger, Non Competitive, Ungraded, at an annual salary of \$55,000, in the Department of Parks
and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the
Town Board of the Town of Hempstead effective February 21, 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: SALARY ADJUSTMENT FOR FRANK
GIOVANELLI, ASSISTANT DIRECTOR OF
REPRODUCTION SERVICES, 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 Frank Giovanelli, Assistant Director of Reproduction Services, in the Department of General Services, Administration, be and hereby is increased to \$134,745, Ungraded, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective February 22, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ERIC HARKIN,
PARK CREW CHIEF, 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 Eric Harkin, Park Crew Chief, in the Department of Parks and Recreation, be and hereby is increased to \$111,231, Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective February 22, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF RALPH LANE, LABOR
CREW CHIEF II, 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 Ralph Lane, Labor Crew Chief II, 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 22, 2017 and BE IT

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF EUGENE MARZANO,
LABORER II, FROM THE DEPARTMENT OF
HIGHWAY TO THE DEPARTMENT OF PARKS
AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Eugene Marzano, Laborer II, be and hereby is
transferred from the Department of Highway to the Department of Parks and Recreation, with no
change in salary, 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
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 CHERYL PETRI,
EXECUTIVE ASSISTANT TO THE SUPERVISOR,
IN THE OFFICE OF THE SUPERVISOR.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Cheryl Petri, Executive Assistant to the Supervisor, in the Office of the Supervisor, be and hereby is increased to \$136,508, Ungraded, by the Supervisor of the Town of Hempstead and ratified by the Town Board of the Town of Hempstead effective February 22, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF EDWARD THOMAS,
EQUIPMENT OPERATOR III, FROM THE
DEPARTMENT OF GENERAL SERVICES,
CEMETERIES DIVISION TO THE
DEPARTMENT OF GENERAL SERVICES,
TRAFFIC CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Edward Thomas, Equipment Operator III, be and hereby is reassigned from the Department of General Services, Cemeteries 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 15, 2017 and BE IT

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF WILLIAM WATSON AS
BARGE CRANE OPERATOR I, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that William Watson, now serving as Deckhand II, in the Department of Conservation and Waterways, be and hereby is appointed Barge Crane Operator I, Non Competitive, Grade 17, Step 9 (J), Salary Schedule C, \$83,856, in the Department of Conservation and Waterways, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective February 22, 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: