

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 6th day of June, 2017, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE "REGULATIONS AND RESTRICTIONS " to limit parking at the following locations:

- | | |
|----------------------------------|---|
| BALDWIN
Section 202-5 | MERRICK ROAD (TH 143/17) South Side - TWO HOUR PARKING 7 AM to 7 PM - starting at a point 45 feet west of the west curbline of Harrison Avenue, west to the east curbline of Park Avenue. |
| ELMONT
Section 202-19 | ARTHUR AVENUE (TH 145/17) West Side - NO PARKING 9 AM - 9 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 47 feet south of the south curbline of Chelsea Street, south for a distance of 55 feet. |
| MERRICK
Section 202-11 | CAYUGA DRIVE (TH 130/17) South Side - NO PARKING 7 AM - 12 NOON EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 200 feet east of the east curbline of Seneca Drive West, east for a distance of 73 feet. |
| OCEANSIDE
Section 202-13 | LAWSON BOULEVARD (TH 403/16) East Side - TWO HOUR PARKING 8 A.M. to 6 P.M. - starting at a point 346 feet south of the south curbline of Concord Ave., south for a distance of 125 feet. |
| WEST HEMPSTEAD
Section 202-20 | ARGYLE ROAD (TH 97/17) South Side - NO PARKING 9 AM - 9 PM EXCEPT SUNDAYS & HOLIDAYS - starting at a point 115 feet east of the east curbline of Marlborough Road, then east for a distance of 48 feet. |

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

- | | |
|----------------------------------|--|
| OCEANSIDE
Section 202-13 | LAWSON BOULEVARD (TH 403/16) East Side - TWO HOUR PARKING 8 AM - 6 PM - starting at a point 90 feet south of the south curbline of Lenox Avenue, south for a distance of 125 feet. (Adopted 4/4/17) |
| WEST HEMPSTEAD
Section 202-20 | ARGYLE ROAD (TH 493/84) North Side - NO PARKING 9 A.M. - 9 P.M. EXCEPT SUNDAYS - starting at the east curbline of Marlborough Road, east for a distance of 118 feet. (Adopted 1/29/85) |
| | ARGYLE ROAD (TH 12/72) South Side - NO PARKING 9 AM - 9 PM EXCEPT SUNDAYS and HOLIDAYS - starting at the east curbline of Marlborough Road, east to the west curbline of Stratford Road. (Adopted 4/11/72) |

Case No. 29692

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

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

Dated: May 23, 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 6th day of June, 2017, at 7:00 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:

OCEANSIDE

LAND PLACE (TH 548/16) North Side - NO PARKING ANYTIME - starting at a point 207 feet west of the west curbline of Oceanside Road, west for a distance of 61 feet.

LAND PLACE (TH 548/16) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Second Street, east for a distance of 30 feet.

LAWSON BOULEVARD (TH 403/16) East Side - NO STOPPING ANYTIME - starting at a point 256 feet south of the south curbline of Concord Ave., south for a distance of 90 feet.

OCEANSIDE ROAD (TH 548/16) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Land Place, north for a distance of 50 feet.

OCEANSIDE ROAD (TH 548/16) West Side - NO STOPPING ANYTIME - starting at a point 168 feet north of the north curbline of Land Place, north for a distance of 36 feet.

OCEANSIDE ROAD (TH 548/16) West Side - NO STOPPING ANYTIME - starting at a point 319 feet north of the north curbline of Land Place, north for a distance of 87 feet.

UNIONDALE

OAK STREET (TH 152/17) West Side - NO STOPPING ANYTIME - starting at the north curbline of Westbury Boulevard, north for a distance of 120 feet.

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

OCEANSIDE

LAWSON BOULEVARD (TH 403/16) East Side - NO STOPPING ANYTIME - from the south curbline of Lenox Ave., south for a distance of 70 feet. (Adopted 11/29/16)

Case No. 29695

OCEANSIDE ROAD (TH 147/63) West Side - NO
STOPPING - starting at the north curblinè of Land Place,
north for a distance of 30 feet. (Adopted 6/11/63)

OCEANSIDE ROAD (TH 112/99) West Side - NO
STOPPING HERE TO CORNER - starting at the south
curblinè of Cypress Avenue, south for a distance of 30 feet.
(Adopted 8/24/99)

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

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

Dated: May 23, 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 6th day of June, 2017, at 7:00 o'clock in the evening 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:

GARDEN CITY SOUTH	ROXBURY ROAD SOUTH (TH 126/17) STOP - all traffic traveling eastbound on Second Place shall come to a full stop.
MERRICK	HENRY STREET (TH 134/17) STOP - all traffic traveling eastbound on Richard Street shall come to a full stop. HENRY STREET (TH 134/17) STOP - all traffic traveling westbound on Richard Street shall come to a full stop.
NORTH BELLMORE	LITTLE NECK AVENUE (TH 128/17) STOP - all traffic traveling westbound on Norwood Avenue shall come to a full stop.

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

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

Dated: May 23, 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. 29696

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 6th day of June, 2017, at 7:00 o'clock in the evening 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:

- | | |
|-----------------|---|
| BALDWIN | SYLVIA AVENUE (TH 123/17) West Side - NO PARKING 8 AM to 4 PM SCHOOL DAYS - starting at a point 38 feet north of the north curblineline of Lenox Road, north for a distance of 162 feet. |
| FRANKLIN SQUARE | PATTERSON AVENUE (TH 127/17) South Side - NO PARKING 7 AM - 4 PM SCHOOL DAYS - starting at a point 185 feet east of the east curblineline of Birch Street, east for a distance of 61 feet. |
| OCEANSIDE | LAND PLACE (TH 403/16) North Side - NO PARKING BETWEEN SIGNS 8 AM to 4 PM SCHOOL DAYS - starting at a point 30 feet west of the west curblineline of Oceanside Road, west for a distance of 177 feet. |
| | LAND PLACE (TH 403/16) North Side - NO PARKING BETWEEN SIGNS 8 AM to 4 PM SCHOOL DAYS - starting at a point 268 feet west of the west curblineline of Oceanside Road, west for a distance of 259 feet. |
| | LAND PLACE (TH 403/16) South Side - NO STOPPING BETWEEN SIGNS 8 AM to 4 PM SCHOOL DAYS - starting at a point 30 feet west of the west curblineline of Oceanside Road, west to a point 30 feet east of the east curblineline of Second Street. |
| | OCEANSIDE ROAD (TH 403/16) West Side - NO STOPPING BETWEEN SIGNS 8 AM to 4 PM SCHOOL DAYS - starting at a point 50 feet north of the north curblineline of Land Place, north for a distance of 118 feet. |
| | OCEANSIDE ROAD (TH 403/16) West Side - NO STOPPING BETWEEN SIGNS 8 AM to 4 PM SCHOOL DAYS - starting at a point 204 feet north of the north curblineline of Land Place, north for a distance of 115 feet. |

ALSO, to REPEAL from Section 197-13 "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following locations.

- | | |
|-----------|--|
| OCEANSIDE | LAND PLACE (TH 403/96) North Side - NO PARKING 8 AM to 4 PM SCHOOL DAYS - starting at a point 30 feet west of the west curblineline of Oceanside Road, west to the west curblineline of Third Street (Adopted 7/22/97) |
|-----------|--|

Case No. 29697

LAND PLACE (TH 403/96) South Side - NO STOPPING
8 AM to 4 PM SCHOOL DAYS - starting at a point 30 feet
west of the west curbline of Oceanside Road, west to the east
curbline of Second Street (Adopted 7/22/97)

OCEANSIDE ROAD (TH 112/99) West Side - NO STOPPING
8 AM to 4 PM SCHOOL DAYS - starting at a point 78 feet
south of the curbline of Cypress Avenue, south for a distance of
30 feet.(Adopted 8/24/99)

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

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

Dated: May 23, 2017
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin 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 6th day of June, 2017, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-2 of the code of the Town of Hempstead to INCLUDE "U-TURNS PROHIBITED" at the following location:

BALDWIN

SYLVIA AVENUE (TH 123/17) NO U-TURN - all traffic northbound and southbound on Sylvia Avenue between Lenox Road and Garfield Road shall be prohibited from executing U-Turn maneuvers.

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

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

Dated: May 23, 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. 29698

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 6th day of June, 2017, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to REPEAL "SCHOOL BUS STOPS" at the following location:

BALDWIN SYLVIA AVENUE (TH 508/11) West Side - NO STOPPING
EXCEPT SCHOOL BUSES - starting at a point 38 feet north of the
north curbline of Lenox Road, north for a distance of 162 feet.
(Adopted 5/22/12)

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

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

Dated: May 23, 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. 18920

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 6th day of June, 2017, at 7:00 o'clock in the evening 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 REPEAL "LOADING ZONES" at the following location:

BALDWIN MERRICK ROAD (TH 593/14) South Side - NO PARKING-LOADING ZONE - starting at a point 45 feet west of the west curblineline of Harrison Avenue, west to the east curblineline of Park Avenue (Adopted 1/3/15)

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

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

Dated: May 23, 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

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 three (3) "No Parking Anytime" signs in parking field EM-3, East Meadow; the adoption of three (3) "12 Hour Parking" signs and one (1) "3 Hour Parking Unless Otherwise Posted" signs in parking field O-13, Oceanside; 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 6th day of June, 2017, at 7:00 o'clock in the evening of that day, to consider the adoption of the following revised public parking field maps:

EAST MEADOW
EM-3

Prospect Avenue Parking Field
East Meadow
East End Turnpike
Public Parking District
(TH-244/16)

Case No. 16214

OCEANSIDE

O-13

E/S Long Beach Rd. N/of Cortland Avenue
Oceanside Public Parking District
(TH-416/16)

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
May 23, 2017

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHAMD
Town Clerk

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF BALDWIN POST #246 AMERICAN LEGION FOR A PARADE PERMIT FOR A PARADE HELD IN BALDWIN, NEW YORK, ON MAY 29, 2017. RAIN DATE: JUNE 03, 2017.

WHEREAS, Robert Hare of Baldwin, New York, Cordinator of the Baldwin Post #246 American Legion, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Baldwin, New York, on May 29, 2017, Rain Date: June 03, 2017, from 9:50 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Robert Hare, Cordinator of the Baldwin Post #246 American Legion, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

1
25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF AMERICAN LEGION POST 1749 FOR A
PARADE PERMIT FOR A PARADE HELD IN BELLMORE, NEW
YORK, ON MAY 29, 2017.

WHEREAS, Patrick Yngstrom of Merrick, New York, Member of the
American Legion Post 1749, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in
Bellmore, New York, on May 29, 2017 from 9:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Patrick
Yngstrom, Member of the American Legion Post 1749, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF ELMONT AMERICAN LEGION FOR A
PARADE PERMIT FOR A PARADE HELD IN FLORAL PARK, NEW
YORK, ON MAY 29, 2017.

WHEREAS, Ralph E'sposito of Floral Park, New York, Parade Chairman
of the Elmont American Legion, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in
Floral Park, New York, on May 29, 2017 from 9:30 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Ralph
E'sposito, Parade Chairman of the Elmont American Legion, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
.117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

1
25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF VFW INWOOD POST 1582 FOR A
PARADE PERMIT FOR A PARADE HELD IN INWOOD, NEW
YORK, ON MAY 28, 2017.

WHEREAS, Frank Santora of Inwood, New York, Commander of the
VFW Inwood Post 1582, New York has filed an application with the Town Clerk
of the Town of Hempstead, for a Parade Permit for a Parade to be held in Inwood,
New York, on May 28, 2017 from 12:00 PM to 1:15 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Frank
Santora, Commander of the VFW Inwood Post 1582, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

1
25843

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF LEVITTOWN / ISLAND TREES
VETERANS COUNCIL FOR A PARADE PERMIT FOR A
PARADE HELD IN LEVITTOWN, NEW YORK, ON MAY 29, 2017.**

WHEREAS, Dennis Dunne of Levittown, New York, President of the Levittown / Island Trees Veterans Council, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Levittown, New York, on May 29, 2017 from 10:00 AM to 11:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Dennis Dunne, President of the Levittown / Island Trees Veterans Council, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF CHURCH OF CURI OF ARS FOR A
PARADE PERMIT FOR A PROCESSION HELD IN MERRICK, NEW
YORK, ON MAY 22, 2017.

WHEREAS, Joann Mcdermott of Merrick, New York, Chair Person of the
Church of Curi of Ars, New York has filed an application with the Town Clerk of
the Town of Hempstead, for a Parade Permit for a Procession to be held in
Merrick, New York, on May 22, 2017 from 6:00 PM to 7:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Joann
Mcdermott, Chair Person of the Church of Curi of Ars, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1
Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF MERRICK AMERICAN LEGION FOR A
PARADE PERMIT FOR A PARADE HELD IN MERRICK, NEW
YORK, ON MAY 29, 2017.

WHEREAS, Robert Dishman of Merrick, New York, Parade Chairman of
the Merrick American Legion, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in
Merrick, New York, on May 29, 2017 from 9:30 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Robert
Dishman, Parade Chairman of the Merrick American Legion, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF JWV POST 717 FOR A PARADE PERMIT
FOR A PARADE HELD IN OCEANSIDE, NEW YORK, ON MAY 29,
2017.

WHEREAS, Leonard Levine of Oceanside, New York, Chaplain of the
JWV Post 717, New York has filed an application with the Town Clerk of the
Town of Hempstead, for a Parade Permit for a Parade to be held in Oceanside,
New York, on May 29, 2017 from 9:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Leonard
Levine, Chaplain of the JWV Post 717, be and the same is hereby RATIFIED AND
CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code
of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 25843

CASE NO. 25843

RESOLUTION NO.
ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF AMERICAN LEGION JOE MURPHY
POST 1957 FOR A PARADE PERMIT FOR A PARADE HELD IN
ROOSEVELT, NEW YORK, ON MAY 29, 2017.

WHEREAS, Richard Warren of Roosevelt, New York, Ppc Commander of
the American Legion Joe Murphy Post 1957, New York has filed an application
with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade
to be held in Roosevelt, New York, on May 29, 2017 from 10:00 AM to 12:30
PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Richard
Warren, Ppc Commander of the American Legion Joe Murphy Post 1957, be and
the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of
Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 25843

CASE NO. 25843

RESOLUTION NO.
ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF SEAFORD AMERICAN LEGION POST
1132 FOR A PARADE PERMIT FOR A PARADE HELD IN
SEAFORD, NEW YORK, ON MAY 29, 2017.

WHEREAS, Edgar Smith of Massapequa, New York, Parade Chairman of
the Seaford American Legion Post 1132, New York has filed an application with
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be
held in Seaford, New York, on May 29, 2017 from 10:00 AM to 11:15 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Edgar
Smith, Parade Chairman of the Seaford American Legion Post 1132, be and the
same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of
Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

1
25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF SOUTH HEMPSTEAD FIRE
DEPARTMENT FOR A PARADE PERMIT FOR A PARADE HELD IN
SOUTH HEMPSTEAD, NEW YORK, ON MAY 28, 2017.

WHEREAS, George O'leary of S Hempstead, New York, Organizer of the
South Hempstead Fire Department, New York has filed an application with the
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held
in South Hempstead, New York, on May 28, 2017 from 10:00 AM to 12:00 PM
and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of George
O'leary, Organizer of the South Hempstead Fire Department, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF UNIONDALE FIRE DEPT FOR A
PARADE PERMIT FOR A PARADE HELD IN UNIONDALE, NEW
YORK, ON MAY 29, 2017.

WHEREAS, Stephen Doherty of Uniondale, New York, Parade Chairman
of the Uniondale Fire Dept, New York has filed an application with the Town Clerk
of the Town of Hempstead, for a Parade Permit for a Parade to be held in
Uniondale, New York, on May 29, 2017 from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Stephen
Doherty, Parade Chairman of the Uniondale Fire Dept, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF WEST HEMPSTEAD COMMUNITY
SUPPORT ASSOC. & AMERICAN LEGION 1987 FOR A PARADE
PERMIT FOR A PARADE HELD IN W HEMPSTEAD, NEW YORK,
ON MAY 29, 2017.

WHEREAS, Rosalie Norton of W Hempstead, New York, President of the
West Hempstead Community Support Assoc. & American Legion 1987, New York
has filed an application with the Town Clerk of the Town of Hempstead, for a
Parade Permit for a Parade to be held in W Hempstead, New York, on May 29,
2017 from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Rosalie
Norton, President of the West Hempstead Community Support Assoc. & American
Legion 1987, be and the same is hereby RATIFIED AND CONFIRMED, subject
to all the provisions of Chapter 117 entitled Parades, Code of the Town of
Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 25843

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION 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 EAST SIDE OF QUEEN STREET, 156 FEET SOUTH OF MAPLE AVENUE. SEC 56, BLOCK 387, AND LOT (S) 10, A/K/A 1555 QUEEN STREET, 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 1555 Queen Street, Bellmore, 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 November 16, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install six (6) lock and hasps, located at 1555 Queen Street, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$432.00, the cost associated with the emergency services provided at 1555 Queen Street, 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 \$532.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 6542

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 1ST STREET, 73 FEET EAST OF MANOR COURT. SEC 50, BLOCK 350, AND LOT (S) 30, A/K/A 2439 1ST STREET, 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 2439 1st Street, 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 March 2, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) two foot by three foot (2' x 3') sink hole filled with dirt, located at 2439 1st Street, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2439 1st Street, 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 \$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 #

2

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, LOCATED ON THE NORTH SIDE OF GRANT AVENUE, 30 FEET WEST OF COOLIDGE DRIVE. SEC 50, BLOCK 191, AND LOT (S) 6, A/K/A 1791 GRANT AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1791 Grant Avenue, East Meadow, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on February 24, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have three (3) eighteen inch by thirty three inch (18" x 33") windows boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty six inch by eighty two inch (36" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 1791 Grant Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1791 Grant Avenue, 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 \$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 # 2
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, LOCATED ON THE NORTHEAST CORNER OF RITA DRIVE AND AVIS DRIVE. SEC 45, BLOCK 486, AND LOT (S) 16, A/K/A 44 RITA DRIVE, 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 44 Rita Drive, 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 February 14, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to remove one (1) storm door, located at 44 Rita Drive, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 44 Rita Drive, 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 \$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 #

2

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, LOCATED ON THE NORTH SIDE OF STUYVESANT AVENUE, 305 FEET NORTHEAST OF EAST MEADOW AVENUE. SEC 50, BLOCK 319, AND LOT (S) 5, A/K/A 1803 STUYVESANT AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1803 Stuyvesant Avenue, East Meadow, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on November 14, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) six foot by seven foot (6' x 7') door wall sliders 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 1803 Stuyvesant Avenue, East Meadow;

WHEREAS, on February 7, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install one (1) lock and chain, 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 and have twenty four feet (24') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 1803 Stuyvesant Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$795.20, the cost associated with the emergency services provided at 1803 Stuyvesant Avenue, 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 \$895.20 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES: Item # 2

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, LOCATED ON THE NORTH SIDE OF COOKE STREET EAST, 160 FEET EAST OF HEWLETT BAY BOULEVARD. SEC 42, BLOCK 41, AND LOT (S) 22-23, A/K/A 3 COOKE STREET EAST, 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 open and abandoned structure located at 3 Cooke Street East, East Rockaway, 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 March 1, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps, located at 3 Cooke Street East, East Rockaway;

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 3 Cooke Street East, 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 \$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 # 2

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 DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF MARTIN STREET EAST, 141 FEET EAST OF EAST BOULEVARD. SEC 42, BLOCK 28, AND LOT (S) 22-23, A/K/A 3 MARTIN STREET EAST, 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 open and abandoned structure located at 3 Martin Street East, East Rockaway, 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 February 27, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) nineteen inch by twenty four inch (19" x 24") window boarded with one half inch (1/2") four (4) ply plywood, one (1) two foot by four foot (2' x 4') window boarded with one half inch (1/2") four (4) ply plywood and two (2) thirty seven inch by eighty one inch (37" x 81") doors secured with one half inch (1/2") four (4) ply plywood, located at 3 Martin Street East, East Rockaway;

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 3 Martin Street East, 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 \$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 #

2

NOES:

Case #

0542

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 WEST BOULEVARD, 82 FEET SOUTH OF COURT STREET WEST. SEC 42, BLOCK 27, AND LOT (S) 104, A/K/A 28 WEST 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 open and abandoned structure located at 28 West Boulevard, East Rockaway, 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 February 27, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty eight inch by seventy five inch (48" x 75") door secured with one half inch (1/2") four (4) ply plywood, located at 28 West Boulevard, East Rockaway;

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 28 West 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 \$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 # 2

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, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF B STREET, 200 FEET WEST OF MEACHAM AVENUE. SEC 32, BLOCK 584, AND LOT (S) 34, A/K/A 1374 B STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1374 B Street, 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 February 25, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps, located at 1374 B Street, 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 1374 B Street, 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 # 2
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 MASONRY FRAME MIXED USE BUILDING, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF BABYLON TURNPIKE, 60 FEET SOUTH OF MAPLE STREET. SEC 55, BLOCK 281, AND LOT (S) 188-192, A/K/A 509 BABYLON TURNPIKE, FREEPORT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 509 Babylon Turnpike, Freeport, 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 March 2, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty inch by eighty inch (40" x 80") door secured with one half inch (1/2") four (4) ply plywood and install six (6) lock and hasps, located at 509 Babylon Turnpike, Freeport;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$503.10, the cost associated with the emergency services provided at 509 Babylon Turnpike, Freeport, 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 \$703.10 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 6542

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 EAST SIDE OF DAUB AVENUE, 209 FEET NORTH OF WEST BROADWAY. SEC 39, BLOCK 609, AND LOT (S) 96-97, A/K/A 316 DAUB AVENUE, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 316 Daub Avenue, Hewlett, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on February 15, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install three (3) lock and hasps, have three (3) six inch by forty eight inch (6" x 48") soffits boarded and one (1) six inch by ninety six inch (6" x 96") soffit boarded, located at 316 Daub Avenue, Hewlett;

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 316 Daub Avenue, Hewlett, New York

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

NOW, THEREFORE, BE IT

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

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

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF BAKER COURT AND PETIT PLACE. SEC 43, BLOCK 249, AND LOT (S) 1-4, A/K/A 2 BAKER COURT, ISLAND PARK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2 Baker Court, Island Park, 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 January 20, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) twenty inch by twenty nine inch (20" x 29") HUD style window boarded with one half inch (1/2") four (4) ply plywood, three (3) forty one inch by forty one inch (41" x 41") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by thirty eight inch (30" x 38") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by sixty six inch (39" x 66") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by thirty six inch (34" x 36") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by forty eight inch (41" x 48") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by seventy three inch (41" x 73") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty inch (36" x 80") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by forty two inch (35" x 42") HUD style window boarded with one half inch (1/2") four (4) ply plywood, install two (2) lock and hasps and have one (1) thirty three inch by thirty eight inch (33" x 38") HUD style window boarded with one half inch (1/2") four (4) ply plywood, located at 2 Baker Court, Island Park;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$826.38, the cost associated with the emergency services provided at 2 Baker Court, Island Park, 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 \$926.38 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 #

NOES:

Case #

2

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 NORTHEAST CORNER OF WEST AVENUE AND MEYER AVENUE. SEC 40, BLOCK 8, AND LOT (S) 42-44, A/K/A 41 WEST AVENUE, LAWRENCE, 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 41 West Avenue, Lawrence, 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 November 22, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) thirty two inch by forty eight inch (32" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty four inch (33" x 84") door secured with one half inch (1/2") four (4) ply plywood and two (2) seven foot by eight foot (7' x 8') garage doors 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 41 West Avenue, Lawrence;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$505.06, the cost associated with the emergency services provided at 41 West Avenue, Lawrence, 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 \$605.06 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Items#

2

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 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 September 20, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have four (4) twenty seven inch by ninety four inch (27" x 94") windows boarded with one half inch (1/2") four (4) ply plywood, three (3) twenty seven inch by forty eight inch (27" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, three (3) forty eight inch by fifty three inch (48" x 53") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) sixteen inch by seventy two inch (16" x 72") window boarded with one half inch (1/2") four (4) ply plywood, one (1) sixteen inch by forty six inch (16" x 46") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty five inch by forty eight inch (25" x 48") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty two inch by forty eight inch (42" x 48") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty two inch by ninety six inch (42" x 96") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by eighty nine inch (38" x 89") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty three inch (40" x 83") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty two inch by eighty four inch (32" x 84") door secured 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 \$893.31, 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 \$993.31 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 #

2

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, LOCATED ON THE EAST SIDE OF CENTER LANE, 463 FEET SOUTH OF BELL LANE. SEC 51, BLOCK 110, AND LOT (S) 31, A/K/A 43 CENTER 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 43 Center 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 January 23, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to re-secure wood fence blown down from wind, located at 43 Center 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 43 Center 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 # 2

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH OF ELVES LANE, 203 FEET EAST OF ELM DRIVE. SEC 51, BLOCK 343, AND LOT (S) 4, A/K/A 10 ELVES 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 10 Elves 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 January 25, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty eight inch by ninety six inch (48" x 96") soffit boarded, one (1) twelve inch by ninety six inch (12" x 96") soffit boarded, one (1) seventeen inch by forty one inch (17" x 41") soffit boarded, one (1) twelve inch by twelve inch (12" x 12") exterior hole boarded and one (1) eighteen inch by twenty four inch (18" x 24") exterior hole boarded, located at 10 Elves 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 10 Elves 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 # 2

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 BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF BAY DRIVE, 819 FEET SOUTH OF HARBOR ROAD. SEC 62, BLOCK 194, AND LOT (S) 61, A/K/A 2896 BAY DRIVE, 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 2896 Bay Drive, 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 December 14, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps, located at 2896 Bay Drive, Merrick;

WHEREAS, on December 20, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty seven inch by eighty two inch (37" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 2896 Bay Drive, Merrick;

WHEREAS, on February 8, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) fifteen foot by twenty foot (15' x 20') existing tarps re-secured on roof equaling six hundred (600) square feet total with nails and a furring strips, have one (1) twenty nine inch by fifteen inch (29" x 15") soffit boarded with one half inch (1/2") four (4) ply plywood and have seventeen (17) four foot by eight foot (4' x 8') full sheets of one half inch (1/2") four (4) ply plywood installed on top of roof tarps to prevent from tarps rubbing and ripping off equaling five hundred forty four (544) square feet, located at 2896 Bay Drive, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,470.46, the cost associated with the emergency services provided at 2896 Bay Drive, 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 \$2,570.46 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 #

2

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, LOCATED ON THE WEST SIDE OF MERRICK AVENUE, 420 FEET SOUTH OF OLD MILL ROAD. SEC 55, BLOCK 1, AND LOT (S) 64, A/K/A 1402 MERRICK 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 1402 Merrick 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 February 2, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) twenty inch by thirty two inch (20" x 32") window boarded with one half inch (1/2") four (4) ply plywood and install one (1) lock, located at 1402 Merrick Avenue, Merrick;

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 1402 Merrick 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 \$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 # 2

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 SOUTH SIDE OF BURT AVENUE, 60 FEET EAST OF ROXBURY ROAD. SEC 38, BLOCK Q, AND LOT (S) 510, A/K/A 100 BURT 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 100 Burt Avenue, Oceanside, 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 September 6, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install five (5) lock and hasps and have one (1) two foot by four foot (2' x 4') window boarded with one half inch (1/2") four (4) ply plywood, located at 100 Burt Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$385.60, the cost associated with the emergency services provided at 100 Burt 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 \$485.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN UNSAFE ACCESSORY STRUCTURE FROM THE RESIDENTIAL DRIVEWAY OF THE PREMISES, LOCATED ON THE SOUTH SIDE OF JEFFERY LANE, 60 FEET EAST OF CARREL BOULEVARD. SEC 60, BLOCK 79, AND LOT (S) 32, A/K/A 94 JEFFERY LANE, 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 94 Jeffery Lane, Oceanside, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 2, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) sixteen foot by twenty seven foot (16' x 27') canopy garage taken down and removed, have two (2) workers use two (2) hours of general labor hours and have four (4) yards of debris hauled away, located at 94 Jeffery Lane, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$332.00, the cost associated with the emergency services provided at 94 Jeffery Lane, 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 \$432.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

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 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 open and abandoned structure located at 322 Perkins 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 4, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have three (3) workers take four (4) days using eight (8) hours per day to cut rebar and jack hammer coping eighteen inches (18") below grade and twelve inches (12") back and drill holes every one (1) square foot at the bottom of pool, have thirty five (35) yards of one and one half inch (1 1/2") oversized gravel to tighten up bottom of pool for water table being too high, have five (5) workers take one (1) day using nine (9) hours to hand shovel and wheelbarrow thirty five (35) yards of oversized gravel in bottom of pool, have thirty five (35) yards of fill delivered for the rest of swimming pool, have two (2) workers take two (2) days using seven (7) hours per day to hand shovel and wheelbarrow fill into the pool, have fourteen (14) yards of screened topsoil for last two inches (2") of pool fill and have two (2) workers take one and one half (1 1/2) days using seven (7) hours per day to hand wheelbarrow and grade top layer of pool fill, located at 322 Perkins Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$8,365.00, the cost associated with the emergency services provided at 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 \$8,465.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF ROXBURY ROAD AND CYPRESS AVENUE. SEC 43, BLOCK 375, AND LOT (S) 292, A/K/A 3179 ROXBURY ROAD, 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 3179 Roxbury Road, 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 February 25, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty two inch by fifty two inch (32" x 52") window boarded with one half inch (1/2") four (4) ply plywood, located at 3179 Roxbury Road, 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 3179 Roxbury Road, 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 #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF ALLERS BOULEVARD, 60 FEET WEST OF HANSOM PLACE. SEC 55, BLOCK 328, AND LOT (S) 433-434, A/K/A 119 ALLERS BOULEVARD, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 119 Allers Boulevard, 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 January 17, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty eight inch by eighty four inch (48" x 84") door secured with one half inch (1/2") four (4) ply plywood, located at 119 Allers Boulevard, 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 119 Allers Boulevard, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

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

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND ABOVE GROUND SWIMMING POOL, LOCATED ON THE NORTH SIDE OF EAST GREENWICH AVENUE, 285 FEET EAST OF JOHN PLACE. SEC 50, BLOCK 300, AND LOT (S) 320-322, A/K/A 191 EAST GREENWICH 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 191 East Greenwich 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 February 28, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty five inch by ninety six inch (45" x 96") window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty five inch by eighty inch (55" x 80") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty nine inch (40" x 89") door secured with one half inch (1/2") four (4) ply plywood, install two (2) lock and have one (1) four foot by eighteen foot by eighteen foot (4' x 18' x 18) above ground swimming pool dismantled and removed, located at 191 East Greenwich Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$469.70, the cost associated with the emergency services provided at 191 East Greenwich 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 \$569.70 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case #

6542

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 EAST RAYMOND AVENUE, 273 FEET WEST OF COTTAGE PLACE. SEC 55, BLOCK 441, AND LOT (S) 121-122, A/K/A 75 EAST RAYMOND 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 75 East Raymond 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 November 22, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have five (5) thirty inch by fifty nine inch (30" x 59") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, three (3) sixteen inch by thirty three inch (16" x 33") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty nine inch by sixty seven inch (59" x 67") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty three inch by sixty inch (43" x 60") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty seven inch by forty three inch (27" x 43") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by forty five inch (28" x 45") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by fifty four inch (32" x 54") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by eighty three inch (38" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty inch (33" x 80") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by seventy two inch (32" x 72") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by seventy two inch (41" x 72") door secured with one half inch (1/2") four (4) ply plywood and one (1) eighty inch by ninety six inch (80" x 96") exterior hole boarded with one half inch (1/2") four (4) ply plywood, located at 75 East Raymond Avenue, Roosevelt;

WHEREAS, on January 24, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) twenty eight inch by forty inch (28" x 40") window 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) thirty six inch by eighty three inch (36" x 83") door secured with one half inch (1/2") four (4) ply plywood, located at 75 East Raymond Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,315.92, the cost associated with the emergency services provided at 75 East Raymond 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 \$1,415.92 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 #

2

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 BASEMENT GARAGE, LOCATED ON THE NORTH SIDE OF ELIZABETH STREET, 75 FEET EAST OF MANHATTAN STREET. SEC 55, BLOCK 291, AND LOT (S) 281-282, A/K/A 45 ELIZABETH STREET, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on January 27, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to fill and compact one (1) three foot by three foot by three foot (3' x 3' x 3') sink hole in the front walkway, located at 45 Elizabeth Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 45 Elizabeth Street, 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:

NOES:

Item # 2

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, LOCATED ON THE NORTH SIDE OF ELMWOOD AVENUE, 40 FEET WEST OF ASTOR PLACE. SEC 55, BLOCK 473, AND LOT (S) 169-171, A/K/A 154 ELMWOOD 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 154 Elmwood 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 January 31, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty eight inch by eighty eight inch (38" x 88") door secured with one half inch (1/2") four (4) ply plywood, located at 154 Elmwood 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 154 Elmwood 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:

NOES:

Item # 2

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, LOCATED ON THE NORTH SIDE OF WEST ROOSEVELT AVENUE, 85 FEET WEST OF NASSAU ROAD. SEC 55, BLOCK 428, AND LOT (S) 203, A/K/A 12 WEST ROOSEVELT 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 12 West Roosevelt 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 January 18, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) nineteen inch by thirty two inch (19" x 32") window boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty six inch by eighty six inch (36" x 86") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 12 West Roosevelt 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 12 West Roosevelt 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:

NOES:

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF BAY PLACE, 53 FEET EAST OF SHORE ROAD. SEC 63, BLOCK 72, AND LOT (S) 200-203, A/K/A 3525 BAY PLACE, SEAFORD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3525 Bay Place, Seaford, 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 September 29, 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, install two (2) lock and hasps and one (1) lock and chain, located at 3525 Bay Place, Seaford;

WHEREAS, on October 1, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty four inch by eightytwo inch (34" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 3525 Bay Place, Seaford;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$458.54, the cost associated with the emergency services provided at 75 East Raymond 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 \$558.54 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF NAOMI STREET, 770 FEET EAST OF OCEAN AVENUE. SEC 63, BLOCK 61, AND LOT (S) 48, A/K/A 3669 NAOMI STREET, SEAFORD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3669 Naomi Street, Seaford, 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 19, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have seventy five feet (75') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 3669 Naomi Street, Seaford;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,050.00, the cost associated with the emergency services provided at 3669 Naomi Street, Seaford, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,150.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

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 NORTHWEST CORNER OF SYCAMORE AVENUE AND BAYPORT COURT. SEC 63, BLOCK 9, AND LOT (S) 95, A/K/A 2560 SYCAMORE AVENUE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2560 Sycamore Avenue, Wantagh, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on February 25, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps, located at 2560 Sycamore Avenue, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2560 Sycamore Avenue, Wantagh, 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 #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF WEAIVING LANE, 80 FEET EAST OF WING LANE. SEC 51, BLOCK 368, AND LOT (S) 2, A/K/A 11 WEAIVING LANE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on December 8, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty two inch by seventy nine inch (42" x 79") door secured with one half inch (1/2") four (4) ply plywood, one (1) twenty two inch by seventy inch (22" x 70") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty one inch (33" x 81") door secured with one half inch (1/2") four (4) ply plywood, one (1) ninety six inch by eighty one inch (96" x 81") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty five inch by eighty one inch (35" x 81") door secured with one half inch (1/2") four (4) ply plywood, located at 11 Weaving Lane, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$403.14, the cost associated with the emergency services provided at 11 Weaving Lane, Wantagh, 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 \$503.14 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 #

2

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, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF OAK STREET, 72 FEET WEST OF WESTMINSTER ROAD. SEC 35, BLOCK 358, AND LOT (S) 107-108, A/K/A 149 OAK STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 149 Oak Street, West Hempstead, 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 October 6, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install six (6) lock and hasps, located at 149 Oak Street, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$432.00, the cost associated with the emergency services provided at 149 Oak Street, West Hempstead, 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 \$532.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF PINEBROOK AVENUE, 459 FEET WEST OF WOODFIELD ROAD. SEC 38, BLOCK K, AND LOT (S) 767, A/K/A 447 PINEBROOK AVENUE, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 447 Pinebrook Avenue, West Hempstead, 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 26, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install fourteen (14) window braces using two inch by four inch (2" x 4") to secure window closed and to prevent from opening windows up and down and install four (4) lock and hasps, located at 447 Pinebrook Avenue, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$323.00, the cost associated with the emergency services provided at 447 Pinebrook Avenue, West Hempstead, 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 \$423.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF SYLVAN DRIVE, 50 FEET EAST OF EISENHOWER DRIVE. SEC 35, BLOCK 48005, AND LOT (S) 83, A/K/A 250 SYLVAN DRIVE, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 250 Sylvan Drive, West Hempstead, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on November 17, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty five inch by eighty nine inch (45" x 89") 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, six (6) thirty six inch by fifty seven inch (36" x 57") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by forty two inch (24" x 42") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty inch (33" x 80") door secured with one half inch (1/2") four (4) ply plywood, install one (1) lock and hasp, have one (1) eighty inch by ninety six inch (80" x 96") garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood and have one (1) thirty eight inch by forty inch (38" x 40") window boarded with one half inch (1/2") four (4) ply plywood, located at 250 Sylvan Drive, West Hempstead;

WHEREAS, on December 5, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one hundred feet (100') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 250 Sylvan Drive, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,172.60, the cost associated with the emergency services provided at 250 Sylvan Drive, West Hempstead, 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 \$2,272.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:
Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY MASONRY FRAME RELIGIOUS USE BUILDING, LOCATED ON THE WEST SIDE OF IRVING PLACE, 280 FEET NORTH OF CENTRAL AVENUE. SEC 39, BLOCK 220, AND LOT (S) 195-196, A/K/A 111 IRVING PLACE, WOODMERE, 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 111 Irving Place, Woodmere, 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 14, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty three inch by eighty seven inch (43" x 87") 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 111 Irving Place, Woodmere;

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 111 Irving Place, Woodmere, 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 \$380.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF QUENTIN PLACE, 360 FEET WEST OF FELTER AVENUE. SEC 39, BLOCK 112, AND LOT (S) 172-174, A/K/A 1056 QUENTIN PLACE, WOODMERE, 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 1056 Quentin Place, Woodmere, 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 October 24, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) four foot by five foot (4' x 5') windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by sixty four inch (48" x 64") window boarded with one half inch (1/2") four (4) ply plywood, one (1) four foot by eight foot (4' x 8') window boarded with one half inch (1/2") four (4) ply plywood, one (1) four foot by eight foot (4' x 8') door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by forty eight inch (30" x 48") exterior door hole secured with one half inch (1/2") four (4) ply plywood, one (1) ten foot by thirteen foot (10' x 13') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood and have twelve feet (12') of six foot (6') high fence re-secured to poles where needed with wire ties, located at 1056 Quentin Place, Woodmere;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$952.56, the cost associated with the emergency services provided at 1056 Quentin Place, Woodmere, 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 \$1,052.56 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING SPONSORSHIP FROM VARIOUS INSTITUTIONS 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, various institutions have offered to make contributions for the purpose of funding said programs in the amount as follows:

ALLIED WEALTH PARTNERS	
GREGORY WARREN FIN. ADVISOR-ALLIED WEALTH	\$ 500.00
AMBER COURT ASSISTED LIVING LLC	\$2,300.00
AMERICAN SECURITY TECHNOLOGIES, INC.	
LIFE BUTTON 24	\$ 500.00
CLEAR CAPTIONS, LLC	\$ 500.00
EMPIRE BLUECROSS BLUESHIELD	
AMERIGROUP CORPORATION	\$ 500.00
SENIOR HEALTH CARE SOLUTIONS	\$ 500.00

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 donations; 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 institutions 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# 3
Case # 13441

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ESTABLISHING FEES FOR SALE OF REFRESHMENTS TO SENIOR CITIZENS AT ALL SENIORS CITIZENS SPECIALTY PROGRAMS.

WHEREAS, the Department of Senior Enrichment desires to establish fees for the sale of refreshments to senior citizens participating in all Seniors Citizens Specialty Programs during the period May 30, 2017 through May 30, 2018; And

WHEREAS, this Town board deems it in the public interest to establish the fees herein set forth;

NOW, THEREFORE, BE IT

RESOLVED, that the fees, including applicable sales taxes, for the sale of refreshments to senior citizens participating in all Seniors Citizens Specialty Programs of the Department of Senior Enrichment, during the period May 30, 2017 through May 30, 2018 be and the same hereby is established as follows:

coffee - regular/decaffeinated	1.00
tea	1.00
iced tea/lemonade	1.00
milk/chocolate milk	.75
bagel w/butter	.75
orange/apple juice - container	1.00
muffins & danish - assorted	1.50
hot dogs	1.50
yogurts	1.00
ice cream / puddings	.75
potato chips/pretzels (bag)	.50
bottled water	1.00
cookies-assorted	.50
rice krispy treats/granola bars	1.00
fruit cup	1.00
soft-baked pretzel	1.00
peanut butter & jelly sandwich	1.00
Little Debbie's dessert cakes	1.00
candies/chocolate bars/popcorn	2.00
barbecue lunch	4.00
chowder	2.00
ice cream float	2.00

and, BE IT FURTHER

RESOLVED, that all monies received from the sale of food shall be deposited daily in the General Fund Revenue Account Number 010-004-6772-1972, of the Town Of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4
Case # 21564

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD
TO WAIVE THE ADOPTION FEES ON DOGS AND CATS
DURING "SUMMER OF LOVE" PROGRAM EFFECTIVE
JUNE 10, 2017 THROUGH SEPTEMBER 3, 2017

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

WHEREAS, the Town of Hempstead has designated free adoptions of shelter dogs and cats for the "Summer of Love" program June 10, 2017 through September 3, 2017

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

NOW, THEREFORE, BE IT

RESOLVED, that the fees for adoption be waived for all animals adopted from the Town of Hempstead Animal Shelter for the "Summer of Love" program June 10, 2017 through September 3, 2017.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

5

Case #

21646

CASE NO:

RESOLUTION NO:

adopted:

offered the following resolution and moved its

adoption:

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

WHEREAS, the Town Board adopted Town Board Resolution #1537-2014 on November 12th, 2014, determining parcels benefited by construction and reconstruction along certain streets in the Town of Hempstead, Nassau County, New York; and

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

<u>PARCEL(S) BENEFITED</u>			<u>REPUTED OWNER</u>	<u>TOTAL</u>
<u>SEC.</u>	<u>BLK.</u>	<u>LOT(S)</u>		
55	007	06660	John Pfeifer 1456 Chapin Avenue Merrick, New York 11566-1939	\$626.80

and

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

7179

CASE NO.

RESOLUTION NO.

Adopted

Councilperson
and moved its adoption:

offered the following resolution

**RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE
STREET LIGHTING EQUIPMENT FROM THE DEPARTMENT OF
GENERAL SERVICES TRAFFIC CONTROL / STREET LIGHTING
DIVISION**

WHEREAS; certain Street Lighting inventory, as delineated below, held at the Department of General Services Traffic Control/ Street Lighting Division is new and now obsolete;

Street Lighting Luminaires and Floodlights

- Quantity: (21) Horizontal Cobra Head Design: 70watt High Pressure Sodium Street Light
- Quantity: (72) Horizontal Cobra Head Design: 100watt High Pressure Sodium Street Light
- Quantity: (37) Horizontal Cobra Head Design: 150watt High Pressure Sodium Street Light
- Quantity: (23) Horizontal Cobra Head Design: 200watt High Pressure Sodium Street Light
- Quantity: (30) 100watt High Pressure Sodium Street Light (Power Pad Door only)
- Quantity: (43) 70watt High Pressure Sodium Street Light (Power Pad Door only)
- Quantity: (48) Vertical Head Design: 150watt High Pressure Sodium Street Light
- Quantity: (67) Vertical Head Design: 200watt High Pressure Sodium Street Light
- Quantity: (40) Vertical Head Design: 250watt High Pressure Sodium Quad-Volt Street Light
- Quantity: (4) Flood Light Design: 150watt High Pressure Sodium Flood Light
- Quantity: (9) Flood Light Design: 250watt High Pressure Sodium Flood Light
- Quantity: (2) Flood Light Design: 400watt High Pressure Sodium Quad-Volt Flood Light
- Quantity: (1) Flood Light Design: 250watt Metal Halide Quad-Volt Flood Light

Street Lighting High Pressure Sodium Lamps (Bulbs)

- Quantity: (180): 50watt High Pressure Sodium Street Light Bulb-30,000 Hour
- Quantity: (384): 150watt High Pressure Sodium Street Light Bulb-30,000 Hour
- Quantity: (33): 150watt (100volt) High Pressure Sodium Street Light Bulb
- Quantity: (1008): 200watt High Pressure Sodium Street Light Bulb-30,000 Hour
- Quantity: (48): 400watt High Pressure Sodium Street Light Bulb-30,000 Hour

Street Lighting Photoelectric Controls

- Quantity: (80): Photoelectric Controls P.E.C. (105-285 volt)
- Quantity: (472): Photoelectric Controls P.E.C. (120 volt)

WHEREAS; storage of this equipment has become burdensome to the inventory systems and space available for storage; and

WHEREAS, the Department of General Services Traffic Control/ Street Lighting Division finds it desirable to auction off the appropriate new and now obsolete Street Lighting equipment as per the guidelines and regulations of the Town of Hempstead Department of Purchasing;

NOW, THEREFORE, BE IT

RESOLVED, that certain inventory, as delineated, is hereby declared as obsolete; and

FURTHER RESOLVED, that monies received from the auction of said obsolete and non-functioning equipment be deposited in Sale of Scrap And Excess Material Revenue Account Number 010-012-9000-2650.

The foregoing resolution was adopted upon roll call as follows:

A YES:

NOES:

Item # 7
Case # 15399

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AMENDING RESOLUTION
 NUMBER 1723-2016, AWARDING A CONTRACT WITH
 WOODSTOCK CONSTRUCTION GROUP, LTD.
 TO INCLUDE ADD ALTERNATES FROM ORIGINAL BID
 FOR THE CONSTRUCTION OF THE SEPTEMBER 11TH MEMORIAL
 AT POINT LOOKOUT, NY, PW #43-16

WHEREAS, on November 15th, 2016, the Town Board adopted resolution number 1723-2016 awarding a Contract for the Construction of the September 11th Memorial at Town Park, Point Lookout to low bidder Woodstock Construction Group, Ltd.; and

WHEREAS, such resolution did not included the add alternates that were bid as part of the Contract as follows;

<u>Contractor</u>	<u>Original Award</u>	<u>Total (including add alternates)</u>
Woodstock Construction Group, Ltd. 41 Ludlam Ave. Bayville, NY 11709	\$1,295,000.00	\$1,420,000.00
SJ Hoering Construction 1471 Fifth Ave. Bayshore, NY 11706	\$1,555,000.00	\$1,625,000.00
Pioneer Asphalt 168 Townline Road Kings Park, NY 11754	\$1,595,000.00	\$1,632,500.00
Laser Industries, Inc PO Box 315, Route 25 Ridge, NY 11961	\$1,667,900.00	\$1,760,362.00
PSL Industries, Inc. 640 6 th Street Ronkonkoma, NY 11779	\$1,791,100.00	\$1,859,100.00
Peter Scalamandre & Sons 157 Albany Ave. Freeport, NY 11520	\$1,897,986.00	\$1,958,753.00

and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board that the add alternates (consisting of sodding, and the installation of water service and an irrigation system) should be included as part of the Contract, and the low bidder remains Woodstock Construction Group, Ltd.

NOW, THEREFORE, BE IT

RESOLVED, that resolution number 1723-2016 is amended to reflect the bid amount including the aforementioned add alternates; and

BE IT FURTHER

Item # 8
 Case # 16905

RESOLVED, that in all other respects resolution number 1723-2016 is and shall remain in full force and effect.

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 REJECTING ALL BIDS FOR 2017
FURNISHING, PLANTING & MAINTAINING TREES AND
SHRUBS ALONG STREETS, PARKING FIELDS, & OTHER
LOCATIONS IN THE UNINCORPORATED AREAS OF THE
TOWN OF HEMPSTEAD, PW#6-17

WHEREAS, the Commissioner of General Services advertised for bids for 2017 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# 6-17 and

WHEREAS, the Commissioner of Engineering recommends that changes be made to the specifications for several items; and

WHEREAS, the Commissioner of Engineering recommends it is in the public interest to reject all of said bids and that the project be re-advertised for bids;

NOW, THEREFORE, BE IT

RESOLVED, that all of the bids submitted, opened and read for said 2017 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# 6-17 be and the same hereby are rejected.

FURTHER RESOLVED, that the Department of General Services is hereby authorized to rebid the project.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

7727

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN
INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF
NASSAU

WHEREAS, the Town of Hempstead is contemplating a project to procure and install check valves in Baldwin, Nassau County.

WHEREAS, the County of Nassau has established a Community Revitalization Program whereby local municipal projects may be funded; and

WHEREAS, funds in the amount of \$25,000.00 will be appropriated by the County for this project; and

WHEREAS, an intermunicipal agreement for this funding has been received from the County; and

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

WHEREAS, entering into the intermunicipal agreement and the installation of check valves are unlisted actions for which a Short Environmental Assessment Form has been duly prepared and executed under SEQR, containing a reasoned elaboration thereunder:

NOW, THEREFORE, BE IT

RESOLVED, the Town Board declares itself to be Lead Agency under SEQR, and determines as expressed in Part Three of the Short Environmental Assessment Form that entering into the proposed intermunicipal agreement will not have any negative impacts on the environment and in fact will be beneficial thereto; and be it further

RESOLVED, that SEQRA process is hereby concluded; and be it further

RESOLVED, that the Supervisor be authorized to execute the Intermunicipal Agreement between the Town of Hempstead and the County of Nassau whereby the County of Nassau will provide the sum of \$25,000.00 to the Town of Hempstead for the above mentioned project.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

27511

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND
TOWN OF HEMPSTEAD
IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the Town of Hempstead, having its principal offices at One Washington Street, Hempstead, New York 11550 ("TOWN").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the TOWN to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the TOWN to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the TOWN each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the TOWN, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the TOWN will undertake a project to procure and install two (2) fifteen (15) inch inline check valves at the intersection of Barnes Avenue and 3rd place, Baldwin for the TOWN ("Project") in order to ease storm water basin flooding for the TOWN and County. The TOWN represents and warrants that it has completed its review of the

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project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide TWENTY-FIVE THOUSAND dollars (\$25,000.00) ("Funds") to the TOWN for the purchase of goods and services in connection with the Project. Payment shall be made to the TOWN in arrears and on a reimbursement basis and shall be contingent upon (i) the TOWN submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The TOWN shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The TOWN shall (i) as between the County and the TOWN, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the TOWN for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the TOWN shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The TOWN shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The TOWN shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the TOWN shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the TOWN is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The TOWN shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The TOWN shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the TOWN or any agent of the TOWN in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The TOWN shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the TOWN's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the TOWN shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The TOWN shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the TOWN, or between the TOWN and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.

- b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the TOWN with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.

- b) The undersigned representative of the TOWN hereby represents and warrants that the undersigned is an officer, director or agent of the TOWN with full legal rights, power and authority to sign this Agreement on behalf of the TOWN and to bind the TOWN with respect to the obligations enforceable against the TOWN in accordance with its terms.

IN WITNESS WHEREOF,

TOWN OF HEMPSTEAD

By _____ Date _____

Supervisor

COUNTY OF NASSAU

By _____ Date _____

Deputy County Executive

Print Name _____

Approved

Theresa E. Gaffney

Theresa E. Gaffney
Executive Assistant

Dated: 4/17/17

EXECUTE in BLUE INK.

Douglas L. Tuman, P.E., Esq.

[Signature]
Commissioner
Department of Engineering

APPROVED

By *[Signature]* Date 4/17/17

KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO FORM

Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 4/10/17

[Signature]
MICHAEL J. CAPOBIANCO
COMPTROLLER'S OFFICE
BUDGET DIVISION

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

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified

M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Town Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Town of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Town of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Town of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this

Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Town Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by

the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be

included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive

Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Town head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Town of Hempstead

Address: 1 Washington Street

City, State and Zip Code: Hempstead, New York 11550

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Public Corp Partnership Joint Venture
 Ltd. Liability Co Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Anthony J. Santino - Supervisor Edward A. Ambrosino - Councilman

Dorothy L. Goosby - Councilwoman

Gary Hudes - Councilman

Bruce A. Blakeman - Councilman

Erin King Sweeney - Councilwoman

Anthony P. D'Esposito - Councilman

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: _____ Signed: _____

Douglas L. Tuman, P.E., Esq.

Print Name: _____

**Commissioner
Department of Engineering**

Title: _____

APPROVED AS TO FORM

Charles O. Heine

SENIOR DEPUTY TOWN ATTORNEY

DATE 4/10/17

APPROVED
By [Signature] Date 4/12/17
KEVIN R. CONROY
TOWN COMPTROLLER

[Signature]
MICHAEL J. CAPOBIANZO
COMPTROLLER'S OFFICE
BUDGET DIVISION 4/11/17

Rev. 3-23-2016

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTING A
PROPOSAL OF N. HARRIS COMPUTER
CORPORATION, inHANCE DIVISION TO SUPPLY AND
IMPLEMENT AN UPDATED CUSTOMER
INFORMATION AND BILLING SYSTEM WITHIN THE
DEPARTMENT OF WATER.

WHEREAS, the Department of Water currently utilizes computer software for management of its Customer Information System including water utility billing and customer service information management, a system which has reached the end of its usable life and is unable to provide many of the services and features utility customers have come to expect; and

WHEREAS, the Commissioner of the Department of Water issued a Request for Proposals and a committee of Department of Water employee users was assembled to review the proposals and the functionality and features of the various products and found that N. Harris Computer Corporation, inHANCE Division's proposal provided the product which best met the Department's needs; and

WHEREAS, N. Harris Computer Corporation, inHANCE Division having their principal office at 1010 WSW Loop 323, Tyler, Texas are duly qualified to perform the tasks required to complete the project; and

WHEREAS, the said N. Harris Computer Corporation, inHANCE Division's proposal set forth in detail the services to be performed, with a total cost not-to-exceed Three-hundred fifty-five thousand, nine hundred six dollars and no cents (\$355,906.00) inclusive of first years licenses and annual support and all related expenses; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water be and is hereby authorized and directed to accept on behalf of the Department of Water, the above referred to proposal in writing from N. Harris Computer Systems, inHANCE Division for services pertinent to a water utility billing and customer service information management system; and

BE IT FURTHER RESOLVED that the Town Comptroller is directed to make payments of such sums as from time to time may be required not-to-exceed Three-hundred fifty-five thousand, nine hundred six dollars and no cents (\$355,906.00) pursuant to said Agreement, to be made out of and charged against the following capital funds accounts in the referenced amounts; Two hundred fifty thousand dollars and no cents (\$250,000.00) from Acct. # 7900-507-7900-5010 and One hundred five thousand nine hundred six dollars and no cents (\$105,906.00) from Acct. # 7947-506-7947-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

11
22356

**HARRIS
MAINTENANCE AND PRODUCT SUPPORT PROGRAM
TERMS AND CONDITIONS**

1. ADDRESSES AND COMMUNICATIONS

CORPORATE OFFICE:

HARRIS

Attn: Product Support
1010 WSW Loop 323
Tyler, TX 75701
Tel: 800-951-8222
Fax: 903-535-9015

2. DEFINITIONS

A. "Maintained Software" means the copy of the Harris software product licensed to you on the End User License. If the licensee of the Maintained Software is a corporation or other entity, the "you" as used in this Agreement refers to that corporation or entity.

B. "Discrepancy" means a defect in the distribution media (software) or a material difference between the operation of the Maintained Software and the description of the operation of the Maintained Software as provided in current end-user documentation provided for the Maintained Software by Harris.

C. "Correction" means replacement distribution media or corrective code or document, which rectifies a Discrepancy as described above. Harris may, at its discretion, modify the end-user documentation to (i) remove inaccuracies in the documentation, or (ii) describe changes, modifications or improvements made to the Maintained Software. "Correction" includes, but is not limited to, workarounds, update disks or electronic transfer equivalent.

D. "Agreement" means these Terms and Conditions of Harris Packaged Products Maintenance and Priority Support Program.

3. APPLICABILITY OF HARRIS END USER LICENSE AGREEMENT.

This Agreement and all software, documentation and media provided under it is subject to all the terms and conditions of the Harris End User License Agreement which exists between you and Harris, including the warranty and disclaimers.

4. ACCESS TO HARRIS PRODUCT SUPPORT STAFF

A. Harris Product Support Staff are available to give you assistance and advice on Harris products or to receive Discrepancy reports, during normal hours defined in your End User Site License Agreement, Attachment "A", at our office listed above. You may also use regular or overnight delivery services, fax or e-mail to communicate with our Product Support Staff.

B. Our Product Support Staff will, with your assistance if necessary, investigate a suspected Discrepancy by attempting to reproduce it after receiving your report of a Discrepancy. If the Discrepancy is confirmed, then, for Maintained Software, Harris will make reasonable efforts to provide you with a Correction, but cannot guarantee to do so.

C. Harris technical support is not intended for the purpose of ongoing training of users. All users must be trained on the application. Harris offers a variety of training options including classroom, onsite and web training to meet your needs.

5. SOFTWARE NOT COVERED BY THIS AGREEMENT

A. Any software not listed on this Agreement under Products Covered, which is located on the signature page of this agreement.

B. Third Party altered or modified Maintained Software.

C. Any consolidation of Maintained Software and other software not covered by this Agreement.

D. A release of Maintained Software for which Maintenance Services have been discontinued.

E. Discrepancies caused by your negligence.

F. Discrepancies resulting from hardware malfunction.

G. Maintained Software used on a computer or operating system other than that specified and supported by Harris

6. YOUR RESPONSIBILITIES

A. You agree to report all suspected Discrepancies through your Support Contact to the Harris Product Support Staff.

B. You agree to use reasonable efforts to assist Harris's efforts to find Corrections to confirmed Discrepancies reported by you.

C. You agree to install and use the newest release or update disk for the Maintained Software sent to you by Harris within thirty (30) days of receipt.

D. You agree to report all major changes made by you associated with or affecting the Maintained Software, in writing, within thirty (30) days of the change made.

E. In all contacts with Harris Product Support, you agree to provide the Product Identification Number of the Maintained Software Product.

F. Maintain staff who have been fully trained either by a certified iCIS user or by Harris staff

7. ADDITIONAL SERVICES AND CHARGES

A. Harris may offer additional services such as training and consulting under separate agreements. Such services can be performed at a site and time mutually agreeable. These services are normally charged on a time and materials basis plus expenses and are subject to availability. You will be charged our standard rates in effect at the time such services are incurred.

B. Harris reserves the right to charge for services outside of the range of normal support services. Such services considered outside of the range of supported services are as follows: (1) debugging problems in non-Harris supported products, or in combinations of Harris supported and non-supported products where the problem occurs in the non-Harris product, (2) other cases where it is judged highly likely that the suspected problem is not the responsibility of Harris and (3) retraining existing or training new operators. Harris offers regular classroom training in Tyler, Texas, for the Utility Billing/Technical Services portions of iCIS. After initial training and implementation, clients are welcome to attend these classes upon advance reservation at a daily rate in effect at the time of attendance.

C. When a situation occurs where a reported problem is likely to fall outside of the range of supported services, you will be advised of the potential of incurring charges to have Harris work on the problem. An estimate of the cost of the additional service will be communicated to you for your approval and agreement. No work on such problem will occur until you have accepted, in writing, the provided cost estimate. Should we find that the problem is, indeed, caused by a supported product, no charges will be incurred. However, if it is proven that the problem is not the responsibility of Harris you will be charged, invoiced upon completion with payment due upon receipt of invoice. Should you not agree that the requested service falls out of the bounds of supported services, your Harris sales person will be your representative at Harris to mediate the issue for you.

D. Harris upon prior notice, reserves the right to charge for unusual or excessive telephone expenses or shipping charges in connection with the Maintenance Services provided under this agreement.

8. PAYMENT

The annual Maintenance Fee must be paid in advance of this Agreement's anniversary date, and will be invoiced in advance of said anniversary date. The annual Maintenance Fee is as specified on Attachment "A" to the End User License Agreement. Harris reserves

the right to increase the amount of the support agreement with written notice by up to 15% per year.

9. TERM AND TERMINATION

A. This Agreement will be effective and services provided hereunder will commence as of the first day of the Month in which the installation of the Software designated in the End User License is performed. All Maintenance Agreements start on the first day of the month. Harris may change the Maintenance Fee with 30 days written notice, consistent with Attachment "A" to the End User License Agreement and paragraph 8 hereof, which fee shall become effective with renewal.

B. This Agreement will remain in effect perpetually unless terminated by written notice thirty (30) days prior to expiration by either party.

C. If you cancel your maintenance you must purchase an upgrade to the current version of the product in order to register for a new maintenance period. If you have previously received the current upgrade version, the start of the new maintenance period will begin on the date that you renew your Agreement.

D. On thirty (30) days advance written notice, Harris reserves the right to withdraw maintenance services on any or all Maintained Software or other products, and to alter the prices, terms and

conditions of the Maintenance Program, in advance of any maintenance renewal, consistent with Attachment "A" to the End User License agreement and paragraph 8 hereof. Any such withdrawal or alterations will amend the Maintenance Program between you and Harris as of your renewal date.

E. If you allow your Maintenance Agreement to lapse more than sixty (60) days from its renewal date, a new Maintenance Agreement must be entered into if continued support is desired. The new Maintenance Agreement will be the standard Maintenance Agreement offered by Harris at the time that this Maintenance Agreement has lapsed, all associated fees of the new Maintenance Agreement will apply.

10. MISCELLANEOUS

A. You may not assign this Agreement to a third party without the prior written consent of Harris. This Agreement and the Harris Product License Agreement shall be the only agreements between Harris and you with respect to the Maintained Software. They cannot be modified except in writing and with the approval of both parties. These Agreements supersede all prior agreements, oral or written, relating to the Maintained Software.

B. In addition, your current, paid Product Support Agreement entitles you to all release maintenance updates.

Town of Hempstead Water Department
COMPANY

1995 Prospect Avenue
ADDRESS

East Meadow, NY 11554
CITY, STATE, ZIP

516-794-8300
TELEPHONE

FAX NUMBER

PRODUCTS COVERED: inHANCE iCIS

PLEASE SIGN HERE TO INDICATE YOU HAVE READ AND ARE IN AGREEMENT WITH THE TERMS AND CONDITIONS OF THE HARRIS ANNUAL MAINTENANCE AND PRIORITY SUPPORT.

CUSTOMER SIGNATURE

DATE

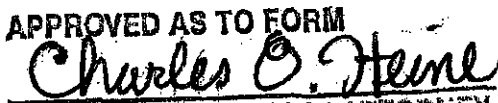
HARRIS


AUTHORIZED SIGNATURE


DATE

PLEASE RETURN TO:
Harris
1010 WSW Loop 323
TYLER, TX 75701

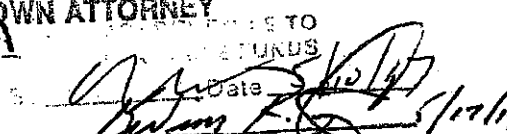
RENEWAL DATE:

APPROVED AS TO FORM


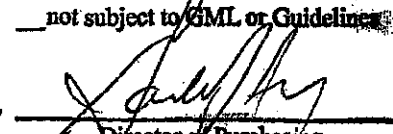
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/18/17

APPROVED AS TO CONTENT


COMMISSIONER
WATER DEPARTMENT
DATE 5/14/17 compliant w/ TOH Guidelines

not subject to GML or Guidelines


KEVIN R. CONROY
TOWN COMPTROLLER



Director of Purchasing

**HARRIS
END USER LICENSE AGREEMENT**

This Agreement (the "Agreement") is made as of the date specified below between HARRIS (hereinafter "HARRIS") and the undersigned party (hereinafter "Client").

In consideration of the promises and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **BACKGROUND.** The following terms and conditions apply to any computer software programs ordered by Client from HARRIS hereunder and licensed by HARRIS for Client. For purposes of this Agreement, "Software" means only the specific computer software listed on Attachment "A" in object code.

2. **LICENSE OF SOFTWARE.**

A. HARRIS grants to Client a limited, non-exclusive, non-transferable and personal license to (i) install and operate the serialized copy of the Software for Client's internal, in-house use by the number of users designated in Attachment A and (ii) make one (1) archival copy of the Software for back-up purposes only ("Archival Copy"). Client agrees to affix a conspicuous written label to the Archival Copy which contains the copyright notice and all other information printed on the original media from which the Archival Copy is made. HARRIS retains all rights to the Software and all other works of authorship of HARRIS not expressly granted in this Agreement.

B. This license is not a sale of the original Software or any copies. HARRIS, or its supplier, retains the ownership of the Software and all subsequent copies of the Software made by Client, regardless of the form in which the copies may exist. The Software, the accompanying written manuals and documentation distributed with the Software (the "Documentation"), and the Archival Copy are copyrighted works of authorship of HARRIS or its supplier and may not be copied, reproduced, modified, distributed or transferred, by any means or in any form, without the express written permission of HARRIS. Any unauthorized copying or use of the Software or Documentation is a violation of this Agreement and may also constitute a violation of the U.S. Copyright Act for which Client could be liable in a civil or criminal action.

C. Client may physically transfer the Software from the designated server to another computer system, provided the Software is operated only on one server at a time. Client may not electronically transfer the Software or operate it or any portion thereof in a time-sharing or service bureau operation. Client may not translate, modify, adapt, disassemble, de-compile or reverse engineer the Software, or create derivative works based on the Software or Documentation or any portions thereof.

D. The Software is provided for use in Client's internal commercial business operations only and must remain at all times upon premises owned or leased by Client. Except as expressly provided herein Client may not rent, lease, sub-license, sell, assign, distribute, pledge, transfer, encumber, or otherwise dispose of the Software or Documentation or any rights granted to Client herein, on a temporary or permanent basis, without the prior written consent of HARRIS, which will not be unreasonably withheld.

3. **DELIVERY AND TESTING.** HARRIS shall deliver the Software to the Delivery Location as defined on the signature page hereof. Client agrees to accept as the complete Software that Software which is listed in this Agreement. If the Client wants additional Software, HARRIS may offer to provide it. In that case, the specification, license fees and the delivery date of such additional Software, together with the terms and conditions that apply, will form an addendum to this Agreement.

4. **CONSULTING AND TRAINING.** HARRIS will provide consulting and training services (hereafter referred to as Professional Services) agreed to by the parties under the terms of this Agreement. All Professional Services provided under this Agreement shall be billed on a time and materials basis at the then current published prices. Notwithstanding any provisions of this Agreement, HARRIS may freely utilize any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by HARRIS during the performance of Professional Services.

5. **RESPONSIBILITIES OF CLIENT.** Except as provided herein, with respect to the Software, Client shall be solely responsible for (i) their selection of the Software to achieve Client's intended results; (ii) their use, installation and operation of the Software, except as expressly set forth in Section 4; (iii) the results obtained therefrom; (iv) providing a safe and suitable location for installation; (v) providing and maintaining the appropriate environment for operating the Software; (vi) data entry and loading of Client data and maintaining back-up and archival copies thereof; and (vii) designating one (1) qualified and capable full-time employee to serve as Client's main point of contact with HARRIS for all purposes with respect to the Software.

6. **PAYMENTS AND TAXES.**

A. Payment shall be as outlined in Attachment "C", based on pricing as outlined on Attachment "A".

B. Unless specifically noted as included in total price, Client will reimburse HARRIS for the necessary and reasonable costs incurred by HARRIS representatives or their agents to perform Professional Services, or any other services hereunder, for travel and living expenses and any other reasonable and necessary expenses, when such services are performed for the Client. Payment for these reimbursable fees shall be due within 30 days of the date of invoice.

C. Client shall be solely responsible for any and all taxes and charges relating to the Software including all sales, use and property taxes, except taxes measured by HARRIS's gross revenues or net income.

D. The failure of the Client to make any payments on the dates due, as outlined in Attachment "A", shall constitute a default. In addition, any of the following events occurring prior to the full payment by Client to HARRIS shall constitute a default: (i) refusal to accept delivery of the Software; (ii) the return of the Software by Client without prior authorization from HARRIS, (iii) the insolvency or bankruptcy of the Client or the making by Client of an assignment for the benefit of creditors, or the consent of the Client to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver, for the Client or for a substantial part of its property; (iv) the institution by or against the Client of bankruptcy, reorganization, arrangement or insolvency proceedings. Upon the occurrence of any such default, HARRIS at its option and without notice to or demand on the Client may declare this Agreement in default and thereupon all Software and all rights of the Client therein shall be surrendered to HARRIS. Client shall pay HARRIS all costs and expenses including shipping charges, attorneys' fees, and collection service fees, incurred by HARRIS in

exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions of this Agreement.

7. THIRD PARTY FINANCING. Nothing herein prohibits Client from obtaining third party financing for the goods to be delivered as provided herein. To the extent Client obtains such financing, Client shall ensure that the following points are clearly set forth in the agreement between Client and such third party financing organization: (i) the Software is licensed to Client on a non-exclusive, non-transferable and non-assignable basis solely in accordance with this Agreement and may not be used by or transferred in any form to a third party without the prior written consent of HARRIS, which shall not be unreasonably withheld; and (ii) in the event Client fails to pay its obligation to the third party financing organization and the third party financing organization repossesses any equipment which contains a copy of the Software, then the Software must be immediately returned to HARRIS.

8. CONFIDENTIALITY AND NONDISCLOSURE. Client acknowledges the Software and Documentation constitute copyrighted works of authorship and include confidential information of HARRIS or its suppliers and represent and embody certain valuable proprietary information and trade secrets of HARRIS or its suppliers. Client agrees not to disclose or make available the Software or Documentation, or any part thereof, to anyone other than Client's employees and consultants who are required to have access to the Software or Documentation in the normal course of installation, operation or use of the Software or Documentation as set forth in Section 2 and who have a legal duty to protect such trade secrets and confidential information. Client agrees to implement reasonable procedures to prevent other persons from obtaining access to or use of the Software or Documentation. Client acknowledges that HARRIS or its suppliers will suffer irreparable harm should Client fail to abide by the terms and conditions herein and that HARRIS shall, in addition to recovering damages, be entitled to obtain injunctive relief from a court of competent jurisdiction to enjoin Client from violating this Agreement and/or infringing the proprietary rights of HARRIS or its suppliers. The responsibilities and obligations set forth in this Section and Section 5 shall apply during the term of this Agreement and shall continue thereafter (i) with respect to trade secrets of HARRIS or its supplier, as long as such information remains a trade secret under applicable law, and (ii) with regard to other confidential and proprietary information of HARRIS or its suppliers, for a period of three (3) years after the termination or expiration of this Agreement.

9. LIMITED WARRANTIES AND DISCLAIMERS.

A. HARRIS warrants that its products are substantially free of errors and defects. If such errors or defects are found, Harris will, upon receipt of a written request from a registered User and/or return of the original diskette(s) within 90 days of product purchase, either correct the error or defect without charge or return the Users original fee for the licensed software, within 90 days of formal notification.

B. In no event shall HARRIS or its suppliers be liable for any direct, indirect, consequential or resulting damages or injury due to failure of the Software, or for any lost profits, time, business, records or other monetary damages nor for any claim or demand against Client by any other person. Client's exclusive remedy for any failure of the Software shall be the Software warranties contained herein and these are in lieu of any and all other warranties.

C. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, HARRIS MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, EQUIPMENT, OR SERVICES PROVIDED HEREUNDER, OR ANY MODIFICATION, REVISIONS, OR DERIVATIVE WORKS OF THE SOFTWARE OR DOCUMENTATION. HARRIS DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE.

10. INDEMNIFICATION.

A. HARRIS shall defend, at its expense, any legal action brought against Client based on a claim that the Software infringes a U.S. Copyright or violates the U.S. trade secret rights of any third party. HARRIS will indemnify and hold harmless Client, its officers, directors, employees or agents, against damages and costs, including attorneys' fees, penalties and interest, finally awarded against Client in such actions directly attributable to such claims; provided that HARRIS is given prompt written notice of such claim, reasonable assistance from Client, and sole authority to defend or settle such claim. If the Software becomes, or in HARRIS's opinion is likely to become, the subject of such a claim of infringement or violation of a trade secret right, then HARRIS may, at its option: (i) procure for Client the right to use the Software free of any liability for infringement or violation; (ii) replace or modify the Software to make it non-infringing or non-violating; or (iii) pay to Client the base software license fee as stated in Attachment "A", which amount represents a refund of the base software license fee paid hereunder. Client shall return the Software to HARRIS. HARRIS shall have no liability under this Section for any claim based on modification of the Software, use of the Software, other than as specified in this Agreement, or use of other products, either independently or in conjunction with the Software. THIS SECTION SETS FORTH THE COMPLETE LIABILITY OF HARRIS WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION GRANTED BY HARRIS.

B. Client shall indemnify, defend and hold harmless HARRIS and its affiliates and their respective officers, directors, shareholders, agents and representatives against damages and costs, including attorney's fees, penalties and interest relating to any claim by any third party arising out of the Client's intentional breach of this agreement, including but not limited to, any tax liability of Client to any governmental entity in connection with this Agreement, provided that Client is given prompt written notice of such claim, reasonable assistance from HARRIS and sole authority to defend or settle such claim.

11. LIMITATION OF LIABILITY.

A. In no event shall HARRIS be liable for any indirect, special, incidental or consequential damages, including but not limited to, loss of profits or anticipated profits and loss of goodwill, even if HARRIS has been informed of the possibility of such damages. This paragraph shall survive termination of this Agreement for any reason and shall remain in full force and effect despite any failure of any remedy herein.

B. IN NO EVENT SHALL HARRIS'S LIABILITY FOR ANY DAMAGES TO CLIENT OR ANY OTHER PARTY EXCEED THE LICENSE FEES, EXCLUDING ANY AND ALL PROFESSIONAL SERVICE FEES PAID BY CLIENT TO HARRIS FOR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

C. HARRIS shall not be liable for loss of data files from any cause whatsoever. Client shall protect itself from such loss by making copies of all data on a regular basis and by having a procedure that allows it to revert to a previous copy, should that ever be necessary.

12. US GOVERNMENT RESTRICTED RIGHTS. The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights 48 CFR 52.227-19, as applicable.

13. TERMINATION

A. This Agreement will become effective on the date of acceptance hereof by HARRIS. Either party may terminate this Agreement if the other party commits a material breach of any term or condition of this Agreement which is not remedied within sixty (60) days after receipt of written notice of such breach by the non-breaching party.

B. HARRIS may, at its option terminate support and other services as specified by this Agreement immediately upon notice to Client in the event (i) Client is dissolved or liquidated or a trustee or receiver is appointed for Client, (ii) bankruptcy or insolvency proceedings under federal or state law, whether voluntary or involuntary, are commenced against Client, or (iii) Client makes an assignment for the benefit of creditors.

C. The provisions of Paragraphs 6, 8, 9, 10, 11 and 19 of this Agreement and all other material provisions shall survive any termination or expiration of this Agreement and shall bind the parties and their legal representatives, successors, heirs and assigns.

14. ASSIGNMENT. Neither this Agreement nor any of Client's rights or obligations hereunder shall be assigned by Client, in whole or in part, or by operation of law or otherwise, without the prior written consent of HARRIS. Any attempt to sublicense assign or transfer the Software or any rights of Client herein, by any means or in any form, without the prior written consent of HARRIS, which shall not be unreasonably withheld, shall be null and void.

15. AMENDMENT. No additional terms, consent, waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by an authorized representative of both parties.

16. WAIVER AND SEVERABILITY. Failure by either party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of such provision nor in any way affect the validity of this Agreement or any part thereof or the right of the other party thereafter to enforce the provisions hereof. The provisions of this Agreement are severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision. All Attachments attached hereto are incorporated herein by reference.

17. FORCE MAJEURE. Neither party shall be liable for any delay or failure in performance of this Agreement if caused by an act of God or any factor beyond control of the party, or as a result of a third party other than HARRIS or Client, including but not limited to,

failure of the other party to comply with its obligations and responsibilities hereunder or to provide materials or information specified herein. In any such event, the date for the party's performance shall be deferred for a period of time equal to the time lost by reason of such act of God or other factor beyond control, provided that the delayed party shall notify the other party of such occurrence and shall cooperate with the other party in minimizing any adverse impact of such occurrence.

18. NOTICES. All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties to this Agreement at their address set forth below or to such other address as either party may substitute by written notice to the other.

19. GOVERNING LAW. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York without giving effect to its conflict of laws. Any litigation or legal action to enforce or interpret this Agreement shall be filed and heard only in the state or federal courts located in Nassau County, New York and Client consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement in such courts. If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

20. HIRING. Client acknowledges that HARRIS has made considerable investment in the hiring, training, and retaining of its employees. During the term of this Agreement, Client shall not hire or offer to hire, as an employee or contractor, any employee of HARRIS or any former employee of HARRIS within three years from the date that such employee severed employment with HARRIS.

21. USE OF CLIENT'S NAME. Client hereby agrees that HARRIS may list Client as a Customer of HARRIS' in literature and publications distributed by or on behalf of HARRIS with written permission from Client.

22. ENTIRE AGREEMENT. This Agreement and the Attachments hereto constitute the entire understanding of the parties with respect to the subject matter hereof and shall supersede all proposals and prior agreements and understandings, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. In the case of any conflict between this Agreement and any of the Attachments hereto, the terms and conditions of this Agreement shall control and govern.

23. SOURCE CODE. Client may request for product source code to be placed in an escrow account at Client's expense. Source code may be accessed by Client only in the event that HARRIS ceases business operations.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date specified below.

"Harris"

"Client"

Company Name: HARRIS

Company Name: Town of Hempstead Water Dept

Name (Print): Ponder Wright

Name (Print): _____

Signature: [Handwritten Signature]

Signature: _____

Title: Executive General Manager

Title: _____

Date: _____

Date: _____

Address: 1010 WSW Loop 323
Tyler, Texas 75701

Address: 1995 Prospect Avenue
East Meadow, NY 11554

APPROVED AS TO CONTENT

Delivery Location: Same

[Handwritten Signature]
**COMMISSIONER
WATER DEPARTMENT**
DATE 5/4/17

compliant w/ GML 103

compliant w/ TOH Guidelines

not subject to GML or Guidelines

[Handwritten Signature]
Director of Purchasing

APPROVED AS TO
AVAILABLE FUNDS
By: [Handwritten Signature] Date: 5/10/17
KEVIN R. CONROY
TOWN COMPTROLLER

Attachment A

Harris inHANCE iCIS Hempstead Cost Proposal

Proprietary

Software License Fees:

iCIS: 40,000 Service Locations, 25 Concurrent Users	\$ 75,986.00
InHANCE Cloud Services - Web/Paperless Payment Connectivity API	\$ 5,000.00
Satori CASS Certification	\$ 6,845.00
TOTAL ONE-TIME SOFTWARE LICENSE FEES	\$ 87,831.00

Implementation & Project Management:

	Hours	
Network Configuration and Testing	130	\$ 26,000.00
Business Process Review	96	\$ 14,400.00
Installation/Setup - Server	8	\$ 1,200.00
Project Setup and Kickoff	16	\$ 2,400.00
System Configuration Review and Introduction	40	\$ 6,000.00
System Configuration and Validation	40	\$ 6,000.00
Core Training	160	\$ 24,000.00
Pre-Live Planning and Assistance	40	\$ 6,000.00
Post Live Assistance and Support	120	\$ 18,000.00
Advanced Training	160	\$ 24,000.00
Web/Paperless Billing Training	16	\$ 2,400.00
Project Management	94	\$ 14,100.00
System Testing Support	80	\$ 12,000.00
Custom Bill Format and Disconnect Notice	40	\$ 6,000.00
Reports/Rate Code Setup Assistance	60	\$ 9,000.00
Data Conversion	200	\$ 37,000.00
TOTAL IMPLEMENTATION & PROJECT MANAGEMENT		\$ 208,500.00

TOTAL SOFTWARE & SERVICES TOTAL

\$ 296,331.00

Annual Software Support & Maintenance:

Annual Maintenance iCIS	\$ 15,716.00
Annual Maintenance Web/Paperless Billing API	\$ 1,200.00
Satori CASS Management	\$ 3,690.00
Total Annual Support & Maintenance	\$ 20,606.00

TOTAL SOFTWARE, SERVICES AND FIRST YEAR ANNUAL SUPPORT

\$ 316,937.00

Not to exceed Travel & Living Expenses

\$ 38,969.00

Optional

Field Hawk Mobile Platform For Work Orders (15 Field Users)	\$ 38,500.00
Field Hawk Annual Maintenance	\$ 6,500.00

Comments and Clarifications:

- 1) Computer hardware, network, and any additional required items not noted above, are to be purchased by Client and are not included in this proposal unless stated above.
- 2) The Proposed Software License provides the capacity for up to 40,000 service locations and twenty-five (25) concurrent users.
- 3) Pricing does not include any applicable tax and is valid through May, 2017. Sales tax will be billed to the customer unless they are tax exempt.
- 4) Pricing does not include transaction fees for credit card processing. Harris Utilities supports either an absorbed or convenience fee model. Transaction fees for services provided by Invoice Cloud (paperless/web) are below.
- 5) Travel, living expenses are not included and will be billed to the Town.
- 6) If the Town does not use all of the proposed on-site training and implementation, they will not be billed for that unused time.
- 7) Additional training hours can be purchased at a cost of \$150.00 per hour. Programming time for any identified customization requests is \$200.00 per hour.
- 8) The Town may choose standard Harris forms for billing statements, late notices and disconnect notices at no additional cost. Bill design services are also available from Harris at an additional charge of \$150.00 per hour. Harris will create one custom bill statement and one custom disconnect notice for Hempstead.
- 9) The Town is required to provide dedicated internet access to server for product updates and troubleshooting.
- 10) Included in our proposal are the license, training and support fees for an API to be supplied by Harris to provide connectivity to the third-party Electronic Billing Presentment, provided by Invoice Cloud.
- 11) We understand that the Town utilizes Novell. Our assumption is that the Town has a LDAP 2+ enabled version of Novell Directory Services. Further discussion with Hempstead IT is desirable regarding Novell configuration. Our cost to work with Novell is included in this proposal (Network configuration and testing). This price is very conservative. Assistance from Town IT can greatly reduce the level of effort required for network configuration.
- 12) Invoice Cloud is the 3rd party subcontractor for this Agreement. Invoice Cloud will provide the web payment services that are included in this Agreement.

This proposal is based on the information described within this specification and our best understanding of the Town of Hempstead's requirements.

Attachment B

Invoice Cloud Online Bill Presentment and Payment solution integrated with Harris inHance

THIS Attachment B to the End User License (Agreement) for inHANCE is made and entered into and effective this date, by and among Town of Hempstead, Harris (inHance), and Invoice Cloud, Inc. (Invoice Cloud)

Recitals

Summary of Services Provided

WHEREAS, Town of Hempstead and inHance entered into the Agreement for the Customer Information System and the use of the Application Software and;

WHEREAS, the Town of Hempstead has selected to utilize the Invoice Cloud Electronic Bill Presentment and Payment (EBPP) service. The Invoice Cloud service is integrated with inHance CIS and;

WHEREAS, upon the effective date of this Agreement, Town of Hempstead will be obtaining and utilizing web, IVR, and mobile payments services from Invoice Cloud under the terms of this Amendment ("Invoice Cloud Services")

NOWHEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, stipulate and agree that the Agreement related to the Invoice Cloud Services, all terms, conditions, provisions and covenants contained in the Agreement and any amendments thereto, are hereby ratified and confirmed in their entirety and continue in full force and effect.

Terms & Conditions

inHANCE through its partner, Invoice Cloud, agrees to provide the Invoice Cloud Services set forth in this Attachment B pursuant to the terms and conditions of the Agreement as applicable.

ATTACHMENT "C"

Payment Schedule

Payment schedule is as follows and based on information provided in the Pricing section of Attachment "A", Proposal Specification. If another method, other than outlined here, is agreed upon, it will be noted in Attachment "A" and take precedence.

1. Contract Signing – 20% of contract value invoiced upon receipt of the software order by Harris
2. Project Discovery – 20% of contract value invoiced upon commencement of discovery phase
3. Data Conversion (Test Phase) – 10% of contract value invoiced upon commencement
4. Data Conversion (Final Phase) - 10% of contract value invoiced upon commencement
5. Training - 20% of contract value invoiced upon commencement
6. Implementation - 10% of contract value invoiced upon commencement
7. Hand off to Support – 10% of contract value upon hand off to support services

CASE NO:

RESOLUTION NO:

ADOPTED:

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

RESOLUTION AUTHORIZING THE SUPERVISOR TO AMEND AN AGREEMENT IN RESOLUTION NO. 1215-2015 FOR THE INSTALLATION OF SOIL BORINGS AND GROUNDWATER MONITORING WELLS BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF HIGHWAYS AND THE UNITED STATES OF AMERICA, BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC

WHEREAS, the Town of Hempstead Department of Highways entered into an agreement to protect the public from exposure from contaminated groundwater hereby agrees to allow the Department of the Navy to install soil borings and groundwater monitoring wells to collect groundwater and soil samples to determine the presence, depth and concentration of potential solvent contamination in various locations in the Town of Hempstead; and

WHEREAS, it was deemed necessary to amend the agreement to move current Location 1, as stated in said agreement, and attached for reference hereto as Exhibit A, to an alternate Location 1, as described in the attached Exhibit B; and

WHEREAS, the Town Board finds it to be in the public interest to amend agreement executed by Resolution No. 1215-2015 with the Department of the Navy for the collection of groundwater and soil from various locations in the Town, which would benefit residents of the Town; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to amend an agreement from Resolution No. 1215-2015 for the installation of monitoring wells with the Department of the Navy; and

RESOLVED, that said agreement is hereby approved and ordered filed in the office of the Town Clerk of the Town of Hempstead, and an original copy thereof shall be mailed to the Navy.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

27920

**FIRST MODIFICATION
TO
PERMIT NO. N40085-15-RP-00161
PI-10405**

THIS FIRST MODIFICATION, made this _____ day of _____ 2016, by and between the Town of Hempstead, Long Island, New York, hereinafter called the "TOWN", and the UNITED STATES OF AMERICA, acting by and through the Commanding Officer, Naval Facilities Engineering Command, Mid-Atlantic, under the direction of the Secretary of the Navy, hereinafter called the "NAVY";

WITNESSETH:

WHEREAS, the TOWN and the NAVY entered into an Agreement dated October 01, 2015, to cover the NAVY'S use of the PREMISES, as described in said Agreement, and to ensure the continued availability of monitoring potential ground water contaminants in support of its CERCLA response actions including, but not limited to, the right to construct, install, inspect, test, maintain, operate, service, repair, replace, and close, as well as the right of ingress and egress to the PREMISES;

WHEREAS, the GOVERNMENT desires to amend the agreement to move current Location 1, as stated in said agreement, and attached for reference hereto as Exhibit A, to an alternate Location 1 described as the grassy strip, including sidewalk, at the portion of the south side of Dianne Street in front of house number 3818, as described in the attached Exhibit, including up to 2 monitoring wells, at no cost;

NOW, THEREFORE, the TOWN and the NAVY agree to amend the "Location 1" of the agreement from its current location to the location described as the grassy strip, including sidewalk, at the portion of the south side of Dianne Street in front of house number 3818, as shown in Exhibit B attached hereto, including the right to construct, install, inspect, test, maintain, operate, service, repair, replace, and close, up to 2 monitoring wells;

Except as expressly modified herein, all other provisions and conditions of the Agreement shall remain unchanged and in full force and effect. This modification is not intended nor should be interpreted to obligate the NAVY for expenditure of future fiscal year funds.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the day, month and year first above written.

WITNESS:

TOWN OF HEMPSTEAD

By _____

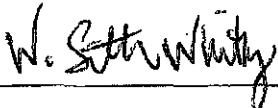
By _____

APPROVED

Commissioner of Highway
Town of Hempstead

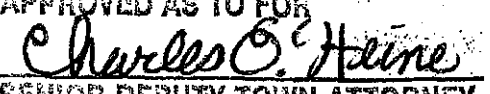
WITNESS:


UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

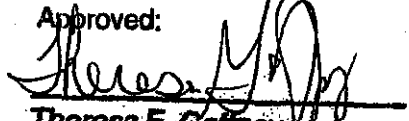
By 

By 

HEATHER STADLER
NAVFAC Mid-Atlantic, Asset Management
Real Estate Contracting Officer
By direction of the Commanding Officer

APPROVED AS TO FOR

SENIOR DEPUTY TOWN ATTORNEY
DATE 3/21/17

**WATER DEPARTMENT
COMMISSIONER**

APPROVED AS TO COMMISSIONER
3/21/17

Approved:

Theresa E. Gaffney
Executive Assistant

CASE NO: 27920

RESOLUTION NO: 1215-2015

ADOPTED: October 1, 2015

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

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE FIVE (5) AGREEMENTS FOR THE INSTALLATION OF SOIL BORINGS AND GROUNDWATER MONITORING WELLS BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF HIGHWAYS AND THE UNITED STATES OF AMERICA, BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC

WHEREAS, the Town of Hempstead Department of Highways in order to protect the public from exposure from contaminated groundwater hereby agrees to allow the Navy to install soil borings and groundwater monitoring wells to collect groundwater and soil samples to determine the presence, depth and concentration of potential solvent contamination in various locations in the Town of Hempstead; and

WHEREAS, the Town of Hempstead has a public interest need in entering into such agreements; and

WHEREAS, the Town Board finds it to be in the public interest to enter into five (5) agreements with the Navy for the collection of groundwater and soil from various locations in the Town, which would benefit residents of the Town; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute five (5) agreements for the installation of soil borings and groundwater monitoring wells with the Navy; and

RESOLVED, that said Agreements hereby are approved and ordered filed in the office of the Town Clerk of the Town of Hempstead, and a copy thereof shall be mailed to the Navy.

The foregoing resolution was adopted upon roll call as follows:

AYES: SIX (6)

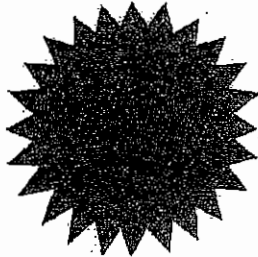
NOES: NONE (0)


EXHIBIT A pg 1 of 5

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:
TOWN OF HEMPSTEAD }

I do hereby certify that I have compared the annexed copy of Resolution No. 1215-2015 with the original on file in the office of the Town Clerk of the Town of Hempstead, and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Hempstead on this day of October 2, 2015





NASRIN G. AHMAD
Town Clerk

TC 38-3M 9/13-DGS

EXHIBIT A OF 2 OF 5

ACCESS AGREEMENT FOR INSTALLATION OF SOIL BORINGS AND
GROUNDWATER MONITORING WELLS

THIS AGREEMENT MADE THIS 18th day of October 2015, by and between the Town of Hempstead, Long Island, New York hereinafter referred to as the "Town" and the United States of America, by and through the Department of the Navy, Naval Facilities Engineering Command Mid-Atlantic, 9324 Virginia Avenue, Norfolk, VA 23511, hereinafter referred to as "NAVY".

WHEREAS, NAVY has requested permission from the Town for the Navy contractor (Resolution) to install up to six monitoring wells to evaluate water quality for an extended period of time;

WHEREAS, the Town has passed resolution # 1215-2015, permitting the Town Supervisor to enter into and sign and execute an agreement between the Town and the NAVY.

NOW THEREFORE, it is mutually agreed as follows:

in the
grass strip
on the
south side
of Dianne
Street in
front of
3818

For and in consideration of the desire to assist the NAVY, the Town has provided this Access Agreement to the NAVY at no cost for a period of time not to exceed 20 years for the purpose of allowing Navy and its Agents access for the construction, installation, inspection, testing, maintenance, operation, service, repair, replacement, closing and monitoring of its wells for groundwater contaminants in support of its Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) response action at the following approximate two locations on Town property:

Location 1- VPB 159 (RE125-D1 and RE125-D2)

Install monitoring wells in a grass strip located on the North side of Dianne Street at the intersection of Windsor Drive in Bethpage, NY as depicted in Exhibit A. Points will be located in a work-zone extending approximately 75 feet from the Southeast corner of the driveway located at 3813 Dianne Street due east extending to the corner of the driveway at 3819 Dianne Street.

Monitoring well locations will be placed in the grass strips between the road and the sidewalk, all within the documented public right of way. Actual locations will be modified in the field based on utility mark outs and actual field conditions. Final monitoring well locations will be selected to avoid driveways, utilities, and trees.

The NAVY will bear all costs for the construction, installation, inspection, testing, maintenance, operation, service, repair, replacement, and closing of said monitoring wells. The Navy contractor will require access to the location described below for an initial period of 6 to 12 weeks for drilling of the monitoring wells. The actual duration on site is effected by weather and subsurface drilling conditions. The NAVY will endeavor to perform the work so that it does not unreasonably interfere with the Town's and/or the public's present and future use of the Premises. At the completion of drilling activities, the permanent monitoring wells will be completed with PVC and lockable protective casing. Wells will be 8 to 12 inches in diameter to the total depth of approximately 850 to 1000 feet below ground surface.

The work will include setting up and maintaining a drill rig at the site for the duration of the well installation and the use of mobile equipment including support trucks and personnel vehicles on a daily basis. Work hours will be restricted to 8 a.m. to 5 p.m. Monday through Friday. Periodically, during drilling operations extended work hours and weekend activity may be required and if necessary, operation

EXHIBIT A Pg 3 of 5

of the drilling rig will not commence before 8 a.m. All investigation derived waste (IDW) will be removed on a daily basis and stored at NWIRP Bethpage, pending characterization and disposal.

If needed during drilling activities, the NAVY will install temporary fencing and temporarily relocate existing street signs. At the completion of the drilling activities, the NAVY will inspect the area and re-seed or sod, and replace side walk slabs damaged during the drilling activities.

After the initial installation period, periodic monitoring of the wells may continue over the twenty year duration of the agreement or a shorter period of time should the NAVY determine that said wells are no longer needed for monitoring purposes. Upon NAVY's determination that the wells are no longer required, the wells will be sealed with a cement/bentonite grout to 12 inches below ground surface and then completed to ground surface with soil and abandoned in place.

The determination of NAVY's liability for damage to persons or property arising from its exercise of its rights granted under this agreement shall be in accordance with the procedures and limitation of the Federal Torts Claims Act (28 U.S.C. 2671).

Nothing contained in this agreement is intended, or should be interpreted, to require an obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

The authorization for cleanup responses when there is a release or threat of a release of a hazardous substance into the environment sets a framework for accomplishing those actions mandated by CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 103).

To the extent allowed by applicable Federal law the Navy, upon request, may provide Grantor with copies of sample results and/or records obtained from installing its groundwater wells.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 1st day of October 2015.

TOWN

By:

Kate Murray
Kate Murray

Title:

Supervisor

Date: 10 Oct 2015

UNITED STATES OF AMERICA

By:

Amanda R. M. Pack
Amanda R. M. Pack
AMANDA R. M. PACK
Real Estate Contracting Officer
NAVFAC Mid-Atlantic
By direction

Date: 24 Aug 15

APPROVED AS TO FORM

Charles O. Heine

SENIOR DEPUTY TOWN ATTORNEY

DATE 9/9/15

APPROVED

[Signature]

Commissioner of Highway
Town of Hempstead

APPROVED

Joseph A. Bentivegna

JOSEPH A. BENTIVEGNA

EXECUTIVE ASSISTANT

DATE 9-10-15

2

EXHIBIT A p 4-5

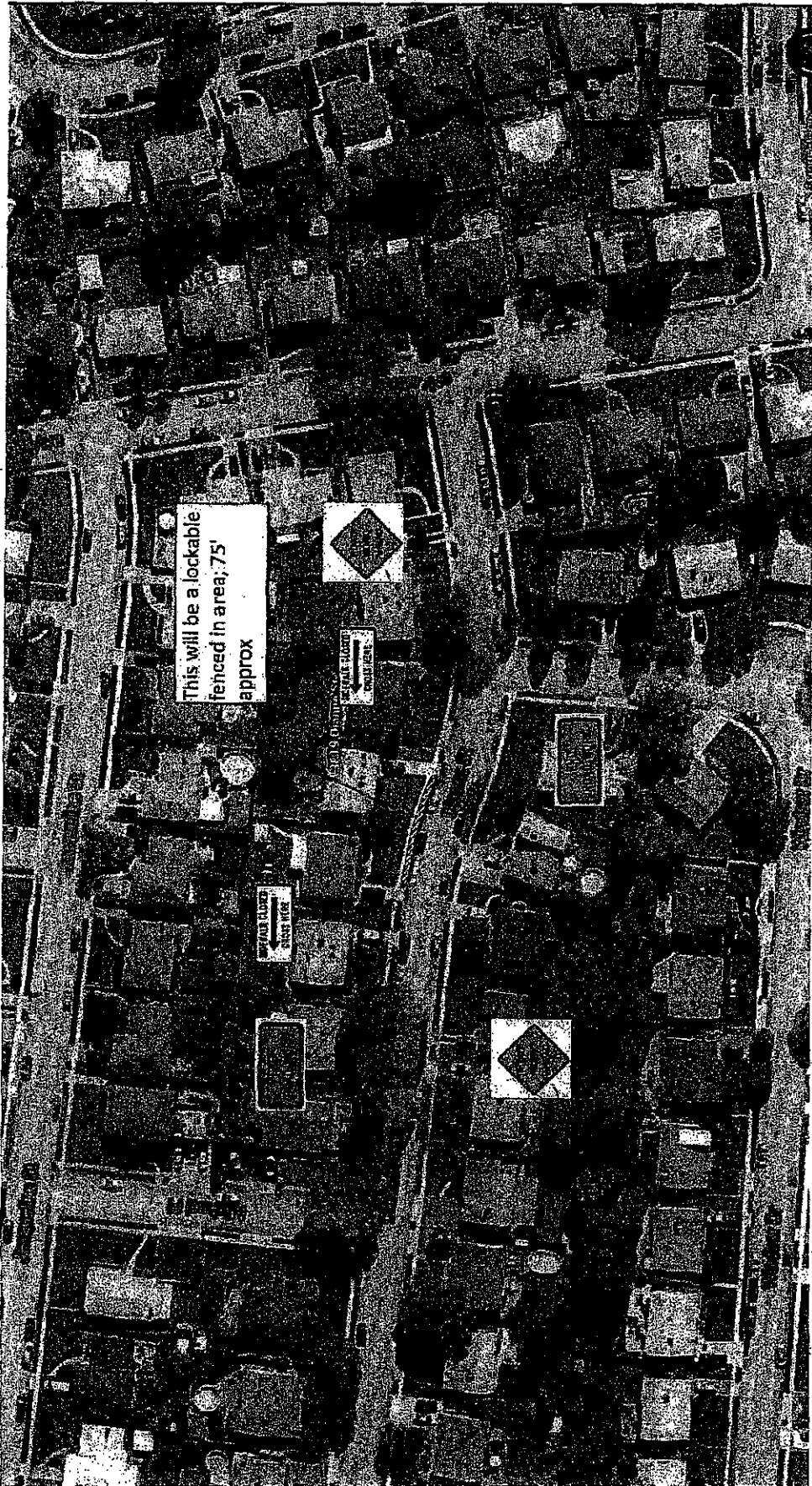
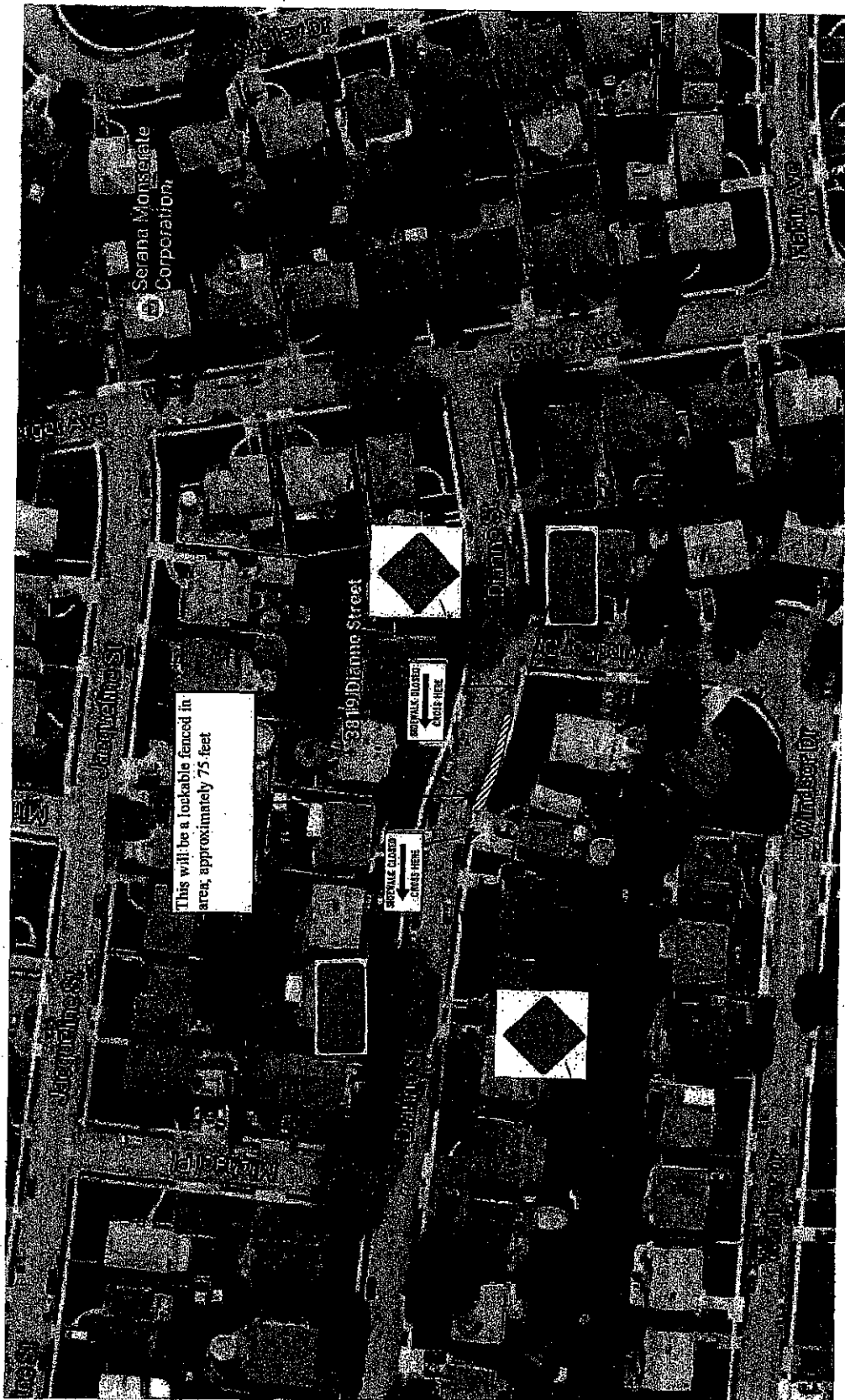


EXHIBIT A of Joes

VPB 159



VPB 159 wells

EXHIBIT B Pg 1 of 1

CASE NO:

RESOLUTION NO:

ADOPTED:

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

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN AGREEMENT FOR THE INSTALLATION OF MONITORING WELLS BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF HIGHWAYS AND THE UNITED STATES OF AMERICA, BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC

WHEREAS, the Town of Hempstead Department of Highways in order to protect the public from exposure from contaminated groundwater hereby agrees to allow the Navy to install monitoring wells to collect groundwater and soil samples to determine the presence, depth and concentration of potential solvent contamination in various locations in the Town of Hempstead; and

WHEREAS, the Town of Hempstead has a public interest need in entering into such agreement; and

WHEREAS, the Town Board finds it to be in the public interest to enter into an agreement with the Navy for the collection of groundwater and soil from various locations in the Town, which would benefit residents of the Town; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute an agreement with the Navy for the installation of soil borings and groundwater monitoring wells on Habn Avenue in Bethpage, New York; and

RESOLVED, that said Agreement hereby is approved and ordered filed in the office of the Town Clerk of the Town of Hempstead, and an original copy thereof shall be mailed to the Navy.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 27920

ACCESS AGREEMENT FOR INSTALLATION OF SOIL BORINGS AND
GROUNDWATER MONITORING WELLS

THIS AGREEMENT MADE THIS _____ day of _____ 2016, by and between the Town of Hempstead, Long Island, New York hereinafter referred to as the "Town" and the United States of America, by and through the Department of the Navy, Naval Facilities Engineering Command Mid-Atlantic, 9324 Virginia Avenue, Norfolk, VA 23511, hereinafter referred to as "NAVY".

WHEREAS, NAVY has requested permission from the Town for the Navy contractor (Resolution) to install monitoring wells to evaluate water quality for an extended period of time;

WHEREAS, the Town has passed resolution # _____, permitting the Town Supervisor to enter into and sign and execute an agreement between the Town and the NAVY.

NOW THEREFORE, it is mutually agreed as follows:

For and in consideration of the desire to assist the NAVY, the Town has provided this Access Agreement to the NAVY at no cost for a period of time not to exceed 20 years for the purpose of allowing Navy and its Agents access for the construction, installation, inspection, testing, maintenance, operation, service, repair, replacement, closing and monitoring of its wells for groundwater contaminants in support of its Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) response action at the following approximate location on Town property:

Location 1 - VPB 168 (Monitoring Wells RE134-D1, RE134-D2 and RE134-D3)

Install borings and wells in New York State Storm Basin # 71 located on the east side of North Wantagh and north of Hahn Avenue in Bethpage, NY. The borings will be located approximately 90 feet east of North Wantagh Avenue and about 120 feet northwest of 3773 Hahn Avenue, Bethpage. The storm basin is believed to be within the right of way for the Town of Hempstead, hamlet of Bethpage, Long Island, New York.

Monitoring well locations will be placed in the grass strips between the road and the sidewalk, all within the documented public right of way. Actual locations will be modified in the field based on utility mark outs and actual field conditions. Final monitoring well locations will be selected to avoid driveways, utilities, and trees.

The NAVY will bear all costs for the construction, installation, inspection, testing, maintenance, operation, service, repair, replacement, and closing of said monitoring wells. The Navy contractor will require access to the location described below for an initial period of 16 to 20 weeks for drilling of the monitoring wells. The actual duration on site is effected by weather and subsurface drilling conditions. The NAVY will endeavor to perform the work so that it does not unreasonably interfere with the Town's and/or the public's present and future use of the Premises. At the completion of drilling activities, the permanent monitoring wells will be

completed with PVC and lockable protective casing. Wells will be 8 to 12 inches in diameter to the total depth of approximately 850 to 1000 feet below ground surface.

The work will include setting up and maintaining a drill rig at the site for the duration of the well installation and the use of mobile equipment including support trucks and personnel vehicles on a daily basis. Work hours will be restricted to 8 a.m. to 5 p.m. Monday through Friday. Periodically, during drilling operations extended work hours and weekend activity may be required and if necessary, operation of the drilling rig will not commence before 8 a.m. All investigation derived waste (IDW) will be removed on a daily basis and stored at NWIRP Bethpage, pending characterization and disposal.

If needed during drilling activities, the NAVY will install temporary fencing and temporarily relocate existing street signs. At the completion of the drilling activities, the NAVY will inspect the area and re-seed or sod, and replace side walk slabs damaged during the drilling activities.

After the initial installation period, periodic monitoring of the wells may continue over the twenty year duration of the agreement or a shorter period of time should the NAVY determine that said wells are no longer needed for monitoring purposes. Upon NAVY's determination that the wells are no longer required, the wells will be sealed with a cement/bentonite grout to 12 inches below ground surface and then completed to ground surface with soil and abandoned in place.

The determination of NAVY's liability for damage to persons or property arising from its exercise of its rights granted under this agreement shall be in accordance with the procedures and limitation of the Federal Torts Claims Act (28 U.S.C. 2671).

Nothing contained in this agreement is intended, or should be interpreted, to require an obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

The authorization for cleanup responses when there is a release or threat of a release of a hazardous substance into the environment sets a framework for accomplishing those actions mandated by CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 103).

To the extent allowed by applicable Federal law the Navy, upon request, may provide Grantor with copies of sample results and/or records obtained from installing its groundwater wells.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____ 2016.

TOWN

UNITED STATES OF AMERICA

By: _____

By: *Heather Stadler*
HEATHER STADLER

Real Estate Contracting Officer
NAVFAC Mid-Atlantic

Title: _____

By direction

Date: _____

Date: 10/18/16

APPROVED
[Signature]
Commissioner of Highway
Town of Hempstead

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 3/21/17

Approved:
Theresa E. Gaffney
Theresa E. Gaffney
Executive Assistant
Dated: 3/27/17

APPROVED AS TO CONTENT
[Signature]
COMMISSIONER
WATER DEPARTMENT
DATE 3/22/17

F:\Project\Navy\Bethpage\WEERB\7.0\Deliverables\2_CADD\GIS\BETHPAGE\MAP\DCCS\NIX\DISC\Location Map\VPBs 168-170\F3_VPB 168 Loc 11 2016 05 10 F1.mxd



Legend
 ● Vertical Profile Boring - Proposed



**VPB168 LOCATION MAP
 NAVAL WEAPONS INDUSTRIAL RESERVE PLANT
 BETHPAGE, NEW YORK**

CONTRACT NUMBER N62470-11-D8013	CTO NUMBER WE15
APPROVED BY PS	DATE 5/19/2016
APPROVED BY	DATE
FIGURE NO. 3	REV 0

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF
PARKS AND RECREATION TO EXECUTE BOTH A MEMORANDUM OF
UNDERSTANDING AND RELATED LEASE AGREEMENT WITH ANCHOR PROGRAM
FUND, INC.

WHEREAS, Anchor Program Fund, Inc. ("APF") originally incorporated in 1978 is a charitable nonprofit corporation and has for decades provided supplemental funding for special activities, special programs, supplies and equipment that enhance the Town's widely acclaimed comprehensive year-round program serving children and adults with special needs known as "ANCHOR" (Answering the Needs of Citizens through Organized Recreation); and

WHEREAS, APF is a totally independent third party absent affiliation of any kind with the Town, but which nevertheless has been a most welcomed and generous long-standing financial contributor to the Town's many ANCHOR programs; and

WHEREAS, the Town and APF desire to recognize their decades long harmonious relationship centering around the Town's ANCHOR programs and more particularly, highlight and clarify their respective roles in contributing to the overall success of the ANCHOR programs in order to eliminate the possibility of confusion between and among themselves and/or their respective staffs; and

WHEREAS, to help ensure that only APF employees handle cash and check donations and funds that are raised by APF to benefit the ANCHOR programs, APF has requested that the Town provide it with the use of a small office consisting of approximately 120 square feet located on the first floor of the Town's Malone Mulhall Recreation Center at Camp Anchor building for use by APF's bookkeeper; and

WHEREAS, this Town Board believes that it would further the best interests of the ANCHOR programs to both enter into both the Memorandum of Understanding and a Five (5)-year Lease Agreement for the above-described office space at a rental fee of Twelve (12) Dollars per year.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation, be and hereby is authorized to execute both the above described Memorandum of Understanding and Lease Agreement, each by and between the Town of Hempstead and Anchor Programs Fund, Inc.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

16531

This Lease, dated the _____ day of _____ 2017

Between Town of Hempstead, a municipal corporation, having its office at 1 Washington Street, Hempstead, NY 11550 hereinafter referred to as the Landlord, and

Parties

Anchor Program Fund, Inc., a not-for-profit corporation with offices at 630 Blvd., Lido Beach, NY 11561 hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the village of Lido Beach County of Nassau and State of New York

Premises

Malone Mulhall Recreation Center at Camp Anchor -- Lido Beach Town Park Lido Beach, NY 11561

Consisting of one (1) office (#120) located on the first floor and comprised of approximately 120 square feet.

Term

The term of this demise shall be for a term of five(5) years beginning March 1 2017 and ending February 28 2022.

Rent

The rent for the demised term shall be one dollar per month (\$1.00 per month), which shall accrue at the yearly rate of twelve (\$12.00)

Payment of Rent

The said rent is to be payable annually in advance on the first day of March for the term hereof, in one lump sum of twelve (\$12.00) dollars.

Peaceful Possession

at the office of the Town's Department of Parks and Recreation 200 N. Franklin Street or as may be otherwise directed by the Landlord in writing. Hempstead, NY 11550

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

Purpose

First.—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second.—The Tenant covenants and agrees to use the demised premises as an office for the use of its bookkeeper.

and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Default in Payment of Rent

Third.—The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any instalment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the Tenant shall be disposed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agent shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Landlord, at its option, may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a lien, in addition to any statutory lien or right of distraint that may exist, on all personal property of the Tenant in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations under this lease.

Abandonment of Premises

Re-entry and Reletting by Landlord

Tenant Liable for Deficiency

Lien of Landlord to Secure

Performance Attorney's Fees

Sub-letting and Assignment

Condition of Premises, Repairs

Fourth.—The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon.

Fifth.—The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said premises without the

Alterations and Improvements

Structural, Inflammable Materials
Sidewalks

Mechanics' Liens

Glass

Liability of Landlord

Services and Utilities

Right to Inspect and Exhibit

Damage by Fire, Explosion, The Elements or Otherwise

Observation of Laws, Ordinances, Rules and Regulations

Signs

Subordination to Mortgages and Deeds of Trust

Sale of Premises

Rules and Regulations of Landlord

Violation of Covenants, Forfeiture of Lease, Re-entry by Landlord

Non-waiver of Breach

prior written consent of the Landlord. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the Tenant further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice.

Sixth.—In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days' notice to the Tenant, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.

Seventh.—The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value in a company satisfactory to the Landlord. Said policy shall be of the full premium type, and shall be deposited with the Landlord or its agent.

Eighth.—The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

Ninth.—Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Landlord; gas by the Landlord; electricity by the Landlord; heat by the Landlord; refrigeration by the Landlord; hot water by the Landlord.

The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Tenth.—The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephones or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.

Eleventh.—In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and repossess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Twelfth.—The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

Thirteenth.—No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in writing by the Landlord.

Fourteenth.—This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

Fifteenth.—In the event of the sale by the Landlord of the demised premises, or the property of which said premises are a part, the Landlord or the purchaser may terminate this lease on the thirtieth day of April in any year upon giving the Tenant notice of such termination prior to the first day of January in the same year.

Sixteenth.—The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

Seventeenth.—In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within ten days after notice thereof given to the Tenant, this lease shall thereupon, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

Notices

Eighteenth.—All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing, if the Landlord or its agent desires to give or serve upon the Tenant any notice or demand. It shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

Bankruptcy, Insolvency, Assignment for Benefit of Creditors

Nineteenth.—It is further agreed that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

Holding Over by Tenant

Twentieth.—In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

Eminent Domain, Condemnation

Twenty-first.—If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Security

Twenty-second.—The Tenant has this day deposited with the Landlord the sum of \$100,000.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the terms, conditions and obligations herein contained. The Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the Tenant, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

Arbitration

Twenty-third.—Any dispute arising under this lease shall be settled by arbitration. The Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

Delivery of Lease

Twenty-fourth.—No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

Lease Provisions Not Exclusive

Twenty-fifth.—The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Lease Binding on Heirs, Successors, Etc.

Twenty-sixth.—All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Twenty-seventh.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Twenty-eighth.—This instrument may not be changed orally.

compliant w/ GML 103

compliant w/ TOH Guidelines

not subject to GML or Guidelines

Director of Purchasing

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

Witness:

Landlord (SEAL)

By: Ellen Papalini President (SEAL)
Tenant
Anchor Program Fund, Inc.

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/18/17

KEVIN R. CONROY
TOWN COMPTROLLER

GUARANTY

In consideration of the execution of the within lease by the Landlord, at the request of the undersigned and in reliance of this guaranty, the undersigned hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all of the terms, covenants and conditions provided in said lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said lease, and any modifications thereof, including the sub-letting and changing of the use of the demised premises, all without notice to the undersigned. The undersigned agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within lease and in enforcing this guaranty.

Witness: _____ (SEAL)

_____ (SEAL)

Date: _____

LEASE

Landlord
TOWN OF HEMPSTEAD
to
ANCHOR PROGRAM FUND, INC

Tenant

Premises leased:
One office located in
Malone - Mulhall Recreation Center
at Camp Anchor
Lido Beach Town Park
Lido Beach, NY 11561
From: March 1, 2017
To: February 28, 2022

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

For value received the undersigned Tenant hereby assigns all of said Tenant's right, title and interest in and to the within lease from and after _____ unto _____ heirs, successors, and assigns, the demised premises to be used and occupied for _____

and for no other purpose, it being expressly agreed that this assignment shall not in any manner relieve the undersigned assignor from liability upon any of the covenants of this lease.

Witness: _____ (SEAL)

_____ (SEAL)

Date: _____

In consideration of the above assignment and the written consent of the Landlord thereto, the undersigned assignee, hereby assumes and agrees from and after _____ to make all payments and to perform all covenants and conditions provided in the within lease by the Tenant therein to be made and performed.

Witness: _____ (SEAL)

_____ (SEAL)

Date: _____

CONSENT TO ASSIGNMENT

The undersigned Landlord hereby consents to the assignment of the within lease to _____ on the express conditions that the original Tenant _____

the assignor, herein, shall remain liable for the prompt payment of the rent and the performance of the covenants provided in the said lease by the Tenant to be made and performed, and that no further assignment of said lease or sub-letting of any part of the premises thereby demised shall be made without the prior written consent of the undersigned Landlord.

Landlord

Date: _____

By _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") Is entered into by the parties referenced immediately below as of this ___ day of _____, 2017.

WHEREAS, the Town of Hempstead, acting through its Department of Parks & Recreation, with offices at 200 N. Franklin Street, Hempstead, NY 11550 (hereinafter collectively referred to as the "Town"), operates a widely acclaimed comprehensive year-round program serving approximately 1,200 children and adults with special needs known as "ANCHOR" (Answering the Needs of Citizens through Organized Recreation), including a six-week day camp program, "Camp Anchor" at Lido Beach that serves approximately 725 children and adults with special needs throughout the summer; and

WHEREAS, Anchor Program Fund, Inc., is a not-for-profit corporation with offices at 630 Lido Boulevard, Suite 1, Lido Beach, NY 11561 ("APF"); and

WHEREAS, APF, originally incorporated in 1978, is a charitable nonprofit, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, that provides funding for special activities, special programs, supplies and equipment that enhance the ANCHOR program experience for its participants; and

WHEREAS, APF is a totally independent third party absent affiliation of any kind with the Town, but which nevertheless has been a most welcomed and generous long-standing financial contributor to the Town's many ANCHOR programs; and

WHEREAS, the parties desire to recognize their decades long harmonious relationship centering around the Town's ANCHOR programs and more particularly, to memorialize, highlight and clarify their respective roles in contributing to the overall success of the ANCHOR programs in order to eliminate the possibility of confusion between and among themselves and/or their respective staffs.

NOW, THEREFORE, In consideration of the foregoing premises and in order to memorialize their mutual understanding regarding the subject matter herein, the parties hereto hereby agree as follows:

Article One: Purpose

The express purpose of this MOU is to accommodate the parties desire to recognize and document their long-standing harmonious relationship that has evolved over time with respect to the Town's ANCHOR program for special needs children and adults. In particular, the parties wish to memorialize, highlight and clarify their respective critical roles in contributing to the widely acclaimed success of the ANCHOR program in order to eliminate the possibility of confusion between and among themselves and/or their respective staffs.

Article Two: The Town's Role

The Town's role in implementing the various ANCHOR programs is to provide: (i) the building facility (i.e., primarily the Malone Mulhall Recreation Center) and adjacent recreation grounds; (ii) qualified administrators, program directors and other staff, program staff, including counselors, and a nurse; and (iii) related bus transportation.

For purposes of clarification and to avoid the possibility of confusion, neither the Town nor its employees will be involved with the APF's ongoing solicitation of prospective contributors to the APF nor with the handling of cash receipts and/or checks that are received by APF as a result of its fundraising efforts. In that regard, the parties hereby acknowledge and confirm that the Town has been assured by APF that APF maintains its own internal accounting department and in particular, a bookkeeper who among her/his many duties for APF, is charged with handling cash receipts, cash disbursements, tracking of receivables and payables and associated banking responsibilities.

Article Three: APF's Role

APF's role in contributing to the success of the ANCHOR programs is to: (i) provide parent volunteers (as and to the extent available) at various ANCHOR events; and (ii) expend funds to purchase ANCHOR program related supplies and equipment that enhance the overall ANCHOR program experience for its participants, as determined by APF's Board in its sole discretion and to the extent of available funds. Representative of past APF fund expenditure items in this regard are the following:

1. Dances:
Supplies such as napkins and table clothes, food and the cost of a "D.J."
2. Fitness and Sports Programs:
New equipment utilized to supplement existing equipment and/or to replace worn out older equipment
3. Cooking Programs:
Food and associated paper goods
4. Arts and Crafts:
Easels and paints
5. Drama:
Costumes, sound systems, curtains, lighting and sets
6. Attendance at Shows:
Subsidizing the cost of tickets for participants to attend three (3) shows per year
7. Saturday Programs:
Certain field trip associated costs (with the exception of bus transportation which is provided for by the Town)
8. Bowling and other Event Award Dinners:
The cost of assorted trophies, prizes and flowers
9. Saturday Adult Programs:
Subsidizing certain costs for ten (10) trips per year including food and bands
10. Summer Camp Program:
The cost of supplemental equipment and supplies as well as the cost of rainy day activities such as movies and bowling

Notwithstanding the foregoing provisions of this Article Three or any other provisions of this MOU, APF's support of ANCHOR (including APF's expenditures and activities in support thereof) shall remain in all respects subject to (i) the discretion and control of APF's Board of Directors; and/or (ii) the availability of resources to APF.

Article Four: Independent Status

Nothing contained herein shall be deemed to constitute the APF or its employees as agents or employees of the Town (or the Town or its employees as agents or employees of APF), it being the intention of the parties that APF is, has been, and shall remain an independent entity, separate and apart from the Town and that each shall be solely and fully responsible for the supervision and control of their respective operations and employees.

Article Five: Recommendation for New ANCHOR Programs

As has customarily been the case in prior years, the parties hereby acknowledge and reaffirm their respective understanding that any and all APF recommendations for the addition of new or supplemental ANCHOR Programs must receive the prior written approval of the Commissioner of the Department of Parks and Recreation before commencement and/or implementation. The foregoing provisions of this article shall not in any way limit the freedom and Independence of APF with respect to APF's programs and activities (that are not in and of themselves ANCHOR Programs), or the discretion and control of APF's Board of Directors with respect to APF's programs and activities (that are not in and of themselves ANCHOR Programs).

Article Six: Miscellaneous

This MOU may not be changed, modified or rescinded orally. Any change, modification or rescission shall be in writing, signed by the party against whom enforcement of any change, modification or rescission is sought. As used in this MOU, the word "including" and its variants shall mean "including, without limitation."

This MOU sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, understandings, communications, representations, warranties, whether oral or written, by any party hereto or by any related or unrelated third party.

All questions pertaining to the validity, construction, execution and performance of this MOU shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts or choice of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly entered into and delivered as of the date and year first above written.

TOWN of HEMPSTEAD

BY: _____

Michael J. Zappolo, Commissioner, Department of Parks & Recreation

ANCHOR PROGRAM FUND, INC.

BY: Ellen Papalia

Name: Ellen Papalia

Title: President

compliant w/ GML 103

compliant w/ TOH Guidelines

not subject to GML or Guidelines

Stanley [Signature]
Director of Purchasing

APPROVED AS TO FORM
Charles S. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/18/17

APPROVED
By [Signature] Date 5/23/17
[Signature] 5/23/17
KEVIN R. CONROY
TOWN COMPTROLLER

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO AMCS GROUP, INC. (FORMERLY PC SCALE INC.) FOR MAINTENANCE SERVICES REGARDING THE SOFTWARE THAT OPERATES THE WEIGH SCALES SYSTEM FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF SANITATION

WHEREAS, the Department of Sanitation maintains scales that weigh incoming trucks disposing of waste at the Department's facilities; and

WHEREAS, a software program is necessary to print out invoices, provide information for billing purposes and operate the scales; and

WHEREAS, the software program that manages the scale operations was developed by PC Scale, Inc., 119 South Fifth Street, Oxford, PA, 19363; and

WHEREAS, the PC Scale Inc. program requires maintenance and upgrades; and

WHEREAS, the cost for maintenance, upgrades and technical support for the period April 1, 2017 to March 31, 2018 is \$2,825.00; and

WHEREAS, it would be in the public interest and is in the best interests of the operation of the Town of Hempstead Department of Sanitation to authorize this expenditures;

NOW, THEREFORE, BE IT

RESOLVED, that the expenditure for maintenance and upgrades for the PC Scale Inc software program for the period April 1, 2017 to March 31, 2018 is hereby authorized and; BE IT FURTHER

RESOLVED, that the charges in an amount not to exceed \$2,825.00 for these services shall be charged against the Town of Hempstead Department of Sanitation Fees & Services Operating Account Code #300-006-8110-4151 and shall be paid to AMCS Group, Inc. (formerly known as PC Scale, Inc.).

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

15

Case #

8567

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE EMPLOYMENT OF
CAMERON ENGINEERING & ASSOCIATES, L.L.P. FOR
ON CALL ARCHITECTURAL ENGINEERING SERVICES
TO VARIOUS TOWN OWNED PROPERTIES.

WHEREAS, the Commissioner of the Department of General Services, deemed it desirable and necessary for on call architectural engineering services for various town owned properties; and

WHEREAS, Cameron Engineering & Associates, L.L.P. having its principal offices at 45 West 36th Street, New York, New York 10018, is duly qualified to perform said work and has proposed to perform same; and

WHEREAS, the Town Board deems it to be in the public interest to authorize the employment of Cameron Engineering & Associates, L.L.P. to provide on call architectural engineering services for various town owned properties and to pay for such services; and

NOW, THEREFORE, BE IT

RESOLVED, that all payments concerning such services are not to exceed \$75,000.00 (Seventy Five Thousand Dollars) with said payments to be paid from Capital Projects.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16

Case # 24970

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION AUTHORIZING MILEAGE ALLOWANCE FOR
EMPLOYEE DISTANTLY LOCATED FROM EXISTING
TOWN MOTOR POOL FACILITIES.**

WHEREAS, the Town of Hempstead has established motor pools, where feasible, in order to eliminate the cost of mileage allowance reimbursement for Town employees previously required to use their personal automobiles in the performance of their official duties; and

WHEREAS, the Commissioner of the Department of General Services has certified that vehicular transportation is necessary for Sheree Brown-Rosner, in the performance of her official duties; and

WHEREAS, this Town Board concurs that mileage allowance is justified in this instance;

NOW, THEREFORE, BE IT

RESOLVED, that Sheree Brown-Rosner, an employee in the Department of General Services who is distantly located from existing Town motor pool facilities be and is hereby authorized to receive mileage allowance reimbursement in the amount allowed by the IRS per mile when required to use her personal automobile in the performance of official duties; and BE IT

FURTHER RESOLVED, that payment of said mileage reimbursement claims shall be charged against the Auto Expense Account Number 010-001-1490-4140 of the Department of General Services.

AYES:

NOES:

Item #

18

Case #

9

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION APPOINTING DENNIS DUNNE, SR.
COUNCILPERSON OF THE SIXTH COUNCILMATIC
DISTRICT OF THE TOWN OF HEMPSTEAD.

WHEREAS, a vacancy exists in the Office of Councilperson of the Sixth Councilmatic District of the Town of Hempstead by reason of the resignation of Gary Hudes; and

WHEREAS, Dennis Dunne, Sr. of Levittown, New York, is a person qualified to fill said vacancy;

NOW, THEREFORE, BE IT

RESOLVED, Dennis Dunne, Sr. of Levittown, New York, be and he hereby is appointed to the Office of Councilperson of the Sixth Councilmatic District of the Town of Hempstead, to hold said Office until December 31, 2017.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

19

Case #

29706

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

Item # 20

Case # 7

CASE NO. 29703

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as
Intro. No. 45-2017, 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 June 20, 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. 45-2017, 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 #

21

Case #

29703

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 20th day of June, 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:

MERRICK Section 202-11	CAYUGA DRIVE (TH 149/17) South Side - NO PARKING 7 AM to 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 275 feet east of the east curbline of Seneca Drive West, east for a distance of 87feet.
UNIONDALE Section 202-12	HEMPSTEAD BOULEVARD (TH 146/17) North Side - 15 MINUTE PARKING BETWEEN SIGNS - starting at a point 105 feet east of the east curbline of Duryea Ave., then east to the west curbline of Uniondale Ave.

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

MERRICK Section 202-11	CAYUGA DRIVE (TH 82/81) South Side - FOUR HOUR PARKING 8 AM to 6 PM EXCEPT - SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 270 feet east of the east curbline of Seneca Drive West, east for a distance of 85 feet (Adopted 6/23/81)
----------------------------------	---

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

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

Dated: June 6, 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 twenty-nine of two thousand seventeen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

MERRICK
Section 202-11

CAYUGA DRIVE (TH 149/17) South Side - NO PARKING
7 AM to 7 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS - starting at a point 275 feet east of the east curbline
of Seneca Drive West, east for a distance of 87feet.

UNIONDALE
Section 202-12

HEMPSTEAD BOULEVARD (TH 146/17) North Side - 15
MINUTE PARKING BETWEEN SIGNS - starting at a point 105
feet east of the east curbline of Duryea Ave., then east to the west
curbline of Uniondale Ave.

Section 2. Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Chapter last amended by local law number twenty-nine of two thousand seventeen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following location:

MERRICK
Section 202-11

CAYUGA DRIVE (TH 82/81) South Side - FOUR HOUR
PARKING 8 AM to 6 PM EXCEPT - SATURDAYS, SUNDAYS
& HOLIDAYS - starting at a point 270 feet east of the east
curbline of Seneca Drive West, east for a distance of 85 feet
(Adopted 6/23/81)

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

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION
202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD
TO INCLUDE AND REPEAL "PARKING OR STANDING
PROHIBITIONS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITIONS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 46-2017, 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 June 20, 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. 46-2017, 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 # 22

Case # 29704

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 20th day of June, 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:

- | | |
|------------------|---|
| CEDARHURST | ARBUCKLE AVENUE (TH 161/17) West Side - NO PARKING ANYTIME - starting at the south curbline of Peninsula Blvd., south for a distance of 122 feet. |
| (NR) ISLAND PARK | DELAWARE AVENUE (TH 144/17) East Side - NO STOPPING ANYTIME - at roadway terminus from the north curbline of Delaware Ave. south to the south curbline of Delaware Ave. |
| UNIONDALE | HEMPSTEAD BOULEVARD (TH 146/17) North Side - NO STOPPING ANYTIME - starting at the east curbline of Duryea Ave., east for a distance of 105 feet. |

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

- | | |
|-----------|--|
| UNIONDALE | HEMPSTEAD BOULEVARD (TH 433/03) North Side - NO STOPPING ANYTIME - starting at the east curbline of Duryea Ave., east to the west curbline of Uniondale Avenue. (Adopted 1/6/04) |
|-----------|--|

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

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

Dated: June 6, 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. 29705

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION
197-5 OF THE CODE OF THE TOWN OF HEMPSTEAD
TO INCLUDE "ARTERIAL STOPS" AT VARIOUS
LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider
the enactment of a local law amending Section 197-5 of the Code of
the Town of Hempstead entitled "ARTERIAL STOPS"; and

WHEREAS, has introduced a proposed local law known as
Intro. No. 47-2017, Print No. 1 to amend the said Section 197-5 of
the Code of the Town of Hempstead to include "ARTERIAL STOPS" at
various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting
Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New
York on June 20, 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. 47-2017, Print No. 1,
to amend Section 197-5 of the Code of the Town of Hempstead to
include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing
by the publication thereof in a newspaper of general circulation in
the Town of Hempstead and by the posting of such notice on the
Bulletin Board maintained for such purpose in the Town Hall not less
than three nor more than thirty days prior to the date of such
hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 23

Case # 29705

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 20th day of June, 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:

UNIONDALE

MANOR PARKWAY (TH 135/17) STOP - all traffic traveling eastbound on McKenna Place shall come to a full stop.

MANOR PARKWAY (TH 135/17) STOP - all traffic traveling eastbound on Myron Street shall come to a full stop.

McKENNA PLACE (TH 135/17) STOP - all traffic northbound on Manor Parkway shall come to a full stop.

WEST HEMPSTEAD

ADAMS AVENUE (TH 151/17) STOP - all traffic traveling eastbound on Lester Court shall come to a full stop.

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

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

Dated: June 6, 2017
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "ARTERIAL STOPS" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section one hundred ninety-seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty-eight of two thousand seventeen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

UNIONDALE

MANOR PARKWAY (TH 135/17) STOP - all traffic traveling eastbound on McKenna Place shall come to a full stop.

MANOR PARKWAY (TH 135/17) STOP - all traffic traveling eastbound on Myron Street shall come to a full stop.

McKENNA PLACE (TH 135/17) STOP - all traffic northbound on Manor Parkway shall come to a full stop.

WEST HEMPSTEAD

ADAMS AVENUE (TH 151/17) STOP - all traffic traveling eastbound on Lester Court shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

Adopted

Offered the following resolution and moved its adoption as follows:

RESOLUTION ACCEPTING BID FOR LEASE OF SEVENTY-FIVE ELECTRIC GOLF CARTS AND AUTHORIZING EXECUTION OF RELATED STANDARD STATE AND LOCAL GOVERNMENT LEASE AGREEMENT AND COMPANION GOLF CART FLEET SERVICE AGREEMENT (Contract No. 38-2017)

WHEREAS, the current License Agreement for the operation and management of the Lido Golf Course is scheduled to expire on June 3, 2017; and

WHEREAS, as a result of the pending expiration of said License Agreement, the Department of Parks and Recreation will commence operation and management of the Lido Golf Course effective June 4, 2017; and

WHEREAS, the Director of Finance, on behalf of the Department of Parks and Recreation advertised for bids for the lease by the Town of seventy-five (75) model year 2017 or newer electric golf carts for use at Lido Golf Course (Contract No. 38-2017); and

WHEREAS, a single bid submitted by Fairway Golf Car Corp. pursuant to such advertisement was opened and read in the office of the Director of Finance on April 27, 2017 at 11 o'clock in the forenoon; and

WHEREAS, Fairway Golf Car Corp included in its bid package a standard form lease agreement from De Lage Landen Public Finance LLC; and

WHEREAS, Fairway Golf Car Corp. has informed the Department of Parks and Recreation that in the ordinary course of its business it sells golf carts to De Lage Landen Public Finance LLC who in turn generates lease agreements for execution by municipalities and De Lage Landen Public Finance LLC and that accordingly, lease payments are made directly by the municipality to De Lage Landen Public Finance LLC, and

WHEREAS, the following single bid received by Fairway Golf Car Corp. was referred to the Commissioner of the Department of Parks and Recreation for examination and report:

<u>Vendor</u> Fairway Golf Car Corp. 8 Commercial Blvd. Medford, NY 11763	<u>Total Bid</u> 4 Year Lease (Through De Lage Landen Public Finance LLC) \$5,414.88 monthly (\$64,978.56 annually) 4-Year Fleet Service Agreement \$7,500.00 annually
---	---

and

WHEREAS, the Commissioner of the Department of Parks & Recreation has reviewed the above referenced bid received from Fairway Golf Car Corp., 8 Commercial Blvd., Medford, NY 11763 in the lease amount of \$64,978.56 annually for seventy-five (75) electric golf carts and a related golf cart fleet service agreement in the amount of \$7,500.00 annually and has recommended acceptance of said bid to this Town Board and it appears that said bidder is duly qualified;

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Fairway Golf Car Corp. to furnish the Town with seventy-five electric golf carts through a 4-year lease arrangement with De Lage Landen Public Finance LLC in the amount of \$64,978.56 annually be accepted along with a companion 4-year fleet service agreement in the amount of \$7,500.00 annually; and

BE IT FURTHER

Item # 24
CASE # 19886

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to execute said Lease Agreement with De Lage Landen Public Finance LLC and said Fleet Service Agreement with Fairway Golf Car Corp.; and

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under said Lease Agreement from TOH account number 400-007-7110-4130 (Rent of Equipment) and under said Fleet Service Agreement from TOH account number 400-007-7110-4710 (Maintenance Contracts).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



8 Commercial Blvd, Medford, New York 11763
Phone 631-698-1400 / Fax 631-451-0254

June 5, 2017

Town of Hempstead
Dept. of Parks & Recreation
200 No. Franklin Street
Hempstead, NY 11550-1390
Attention: Kevin Conroy

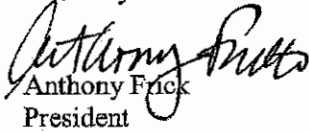
Kevin,

Fairway Golf Car Corp. would like to clarify an issue concerning the golf car lease documents between De Lage Laden Public Finance LLC and The Town of Hempstead.

At the Town of Hempstead's election, the Town has the right to make the 49th payment due July 1, 2021 of \$101,250 and take ownership of the (75) Club Car Precedent golf cars; or Fairway Golf Car Corp. will make the 49th lease payment on behalf of the Town of Hempstead and Fairway will then take ownership of all seventy five (75) 2017 golf cars.


Please feel free to contact me with any other questions or concerns you may have.

Sincerely


Anthony Frick
President

Cc: Gordon Fox
Dominick Longoeardi

APPROVED


Commissioner
Dept.-Parks & Recreation
Date 6/5/17



SERVICE AGREEMENT

The following agreement is between Fairway Golf Car Corp. and the Town of Hempstead. Fairway Golf Car Corp. agrees to provide the following services to the Town of Hempstead's seventy five (75) golf cars located at 225 Lido Blvd Lido Beach, New York 11561.

GOLF CAR FLEET SERVICE

1. The Town of Hempstead will be entitled to scheduled weekly stops by Fairway's factory trained road service technicians as well as have access to our 48 hour emergency road service. Service shall include the repair or replacement (including labor) of all parts found faulty or worn out from normal wear and tear.

WINTER SERVICE

2. Fairway Golf Car Corp. will bring the clubs fleet to our shop for a complete winter service program. Including: (See Attached Checklist).
 - ✓ Check and load test each battery.
 - ✓ Install battery corrosion rings or spray battery terminal protector on all battery terminals, check wires, and all connections.
 - ✓ Check water levels in each battery.
 - ✓ Check M-Core for throttle percentage.
 - ✓ Check for correct tire pressure.
 - ✓ Check and grease front end.
 - ✓ Check for warranty and all updates that should be completed.
 - ✓ Check brakes for proper adjustment, including hill brake.
 - ✓ Check F & R board contacts, lubricate if necessary.
 - ✓ Check differential.
 - ✓ Power Wash car

CLUB'S MAINTENANCE RESPONSIBILITIES

Lido Beach Golf Course agrees at the Club's sole cost and expense to:

- A. Store and secure units, maintain vehicles except for normal wear and tear.
- B. On a weekly basis check and maintain tire pressures, wash and clean the golf cars.
- C. Change and replace flat tires.
- D. Charge golf cars on an as needed basis.
- E. Add water to batteries as per manufactures specifications
- F. Tag and call Fairway Golf Car Corp. to schedule a service repair.

GENERAL EXCLUSIONS

The service contract excludes:

- A. Damage caused by accident or collision.
- B. Parts that were damaged as result of accident or collision.
- C. Damage caused by neglect or lack of proper maintenance.
- D. Fading, rust or deterioration due to exposure other than ordinary wear and tear.
- E. Modification or alteration that affects the cars' condition, operation, performance or durability
- F. Unauthorized work performed by Non-Fairway Golf Car Corp. employees.

WINTER AND WEEKLY SERVICE

\$100 per car X (75) One Hundred Cars = \$7,500 per year
To be billed annually each year of the lease agreement.

FAIRWAY GOLF CAR CORP.

BY: Anthony Fruta

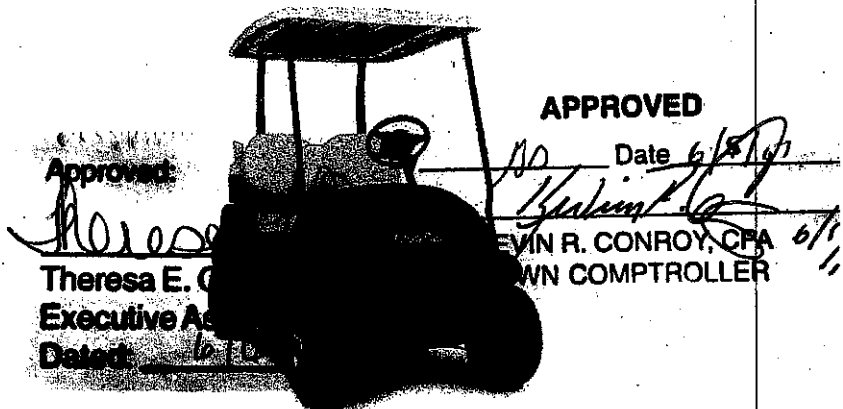
DATE: 4/26/17

TOWN OF HEMPSTEAD

BY: Michael Zapp

DATE: 6/6/17

LEASE AGREEMENT # TOWN OF HEMPSTEAD LIDO BEACH GOLF COURSE
LEASE TERM: 4-YEARS



APPROVED
Michael Zapp
Commissioner
Dept.-Parks & Recreation
Date

APPROVED AS TO FORM
[Signature]
CHIEF DEPUTY TOWN ATTORNEY
2
6/15/17

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name: Town of Hempstead, NY				Phone Number: (516) 489-5000
	DBA Name (if any):				Purchase Order Requisition Number:
	Billing Address: 1 Washington St	City: Hempstead	State: NY	Zip: 11550	Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
				Please See Attachment 2
	Equipment Location (if not same as above):			
		City:	State:	Zip:

PAYMENT INFORMATION	Number of Lease Payments: 49	Lease Payments: See Lease Payment Schedule Attached as Attachment 1	BANK QUALIFICATION
	Full Lease Term (in Months): 49	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other: _____	
		End of Lease Option: S1	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(13)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(29) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. <input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge in have read and agreed to all the Terms and Conditions.	
	The Equipment is:	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature:	Date:
	Title:	
	Print Name:	
Legal Name of Corporation:	Town of Hempstead, NY	
	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR	Lessor Signature: <i>Michael J. Zapp</i>	Date: 6/4/17
	Print Name: COMMISSIONER	
	Title:	
	For:	DE LAGE LANDEN PUBLIC FINANCE LLC
	Lease Number:	100-10146291
	Lease Date:	July 1, 2017
Vendor I.D. Number:	0000135240-0002	

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer as security for YOUR obligations hereunder. WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or setoffs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

NEW YORK ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
[IF the Lease finances energy performance contracts, consult counsel.]

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: Town of Hempstead, NY

LEASE NUMBER: 100-10146291

LEASE DATE: July 1, 20 17

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC. Its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease.

1. Section 2 of the Lease is hereby amended by adding the following sentence:

The total of all periodic Lease Payments that include both principal and interest components made by YOU during each year throughout the Lease Term with respect to this Lease shall be substantially level or falling.

2. Section 5 of the Lease is hereby deleted and the following Section 5 is hereby inserted in lieu thereof:

5. NONAPPROPRIATION. This Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of this Lease, and no liability on account thereof shall be incurred by YOU beyond the amount of such monies. This Lease is not YOUR general obligation. Neither YOUR full faith and credit nor YOUR taxing power are pledged to the payment of any amount due or to become due under this Lease. It is understood that neither this Lease nor any representation of any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose this Lease.

Should YOU fail to appropriate monies to pay Lease Payments under this Lease following the then current Original Term or Renewal Term, this Lease will be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations to be specified by US.

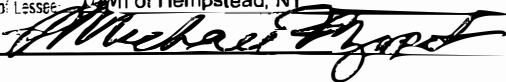
3. Section 10 of the Lease is hereby deleted and the following Section 10 is hereby inserted in lieu thereof:

10. ASSIGNMENT YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. WE, with YOUR prior written consent, which will not be unreasonably withheld, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees. Any assignment or reassignment of any of OUR right, title or interest in this Lease or the Equipment shall be effective upon YOUR receipt of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Code, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

4. Section 18 of the Lease is hereby deleted and the following Section 18 is hereby inserted in lieu thereof:

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment. YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (i) the execution and delivery of this Lease by YOU will not cause YOU to exceed the indebtedness limitations set forth in N.Y. Gen. Mun. Law § 109-b.(c); and (j) [If YOU are a City, County or School District, the authorization for this Lease to finance the Equipment to be leased, acquired and financed under this Lease is not required by law to be subject to (1) a permissive or mandatory referendum, (2) a supermajority vote of YOUR governing body or (3) if this Lease has a maturity not less than a specified minimum period, a referendum] [If YOU are a Fire District, the authorization for this Lease to finance the Equipment to be leased, acquired and financed under this Lease is required by law to be subject to a mandatory referendum. The necessary referendum has been approved by the voters of Town of Hempstead, NY in accordance with New York law].

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	Legal Name of Lessee: <u>Town of Hempstead, NY</u>
	Signature: <u></u> Date: <u>6/16/17</u>
	Print Name: _____
	Title: _____
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	
LESSOR SIGNATURE	Name of Lessor: DE LAGE LANDEN PUBLIC FINANCE LLC
	Lessor Signature: _____ Date: _____
	Print Name: _____
	Title: _____
Lease Number: 100-10146291	

09PFDOC110v2

MUNICIPAL AUTHORIZATION

Date: July 1, 2017

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated July 1, 2017 between De Lage Landen Public Finance LLC (herein called "Creditor") and Town of Hempstead, NY (herein called "Obligor") for the financing of Please See Attachment 2 (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Obligor and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Obligor of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Obligor has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

APPROVED
 By [Signature] Date 6/5/17
KEVIN F. CONROY, CPA
TOWN COMPTROLLER

Approved:
[Signature]
Theresa E. Gaffney
Executive Assistant
 Dated: 6/5/17

APPROVED
[Signature]
Commissioner
Dept. Parks & Recreation
 Date

CREDITOR SIGNATURE	Creditor Name <u>De Lage Landen Public Finance LLC</u>
	Signature X _____
	Print Name _____
	Title _____

OBLIGOR SIGNATURE	Obligor Name <u>Town of Hempstead, NY</u>
	Signature X <u>[Signature]</u>
	Print Name _____
	Title _____

APPROVED AS TO FORM
[Signature]
CHIEF DEPUTY TOWN ATTORNEY
 DATE 6/5/17

OBLIGOR SIGNATURE	Obligor Name <u>Town of Hempstead, NY</u>
	Signature X _____
	Print Name _____
	Title _____

17DL1128

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: De Lage Landen Public Finance LLC
 LESSEE: Town of Hempstead, NY
 LEASE NUMBER: 100-10146291
 LEASE DATE: July 1, 2017

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	7/1/2017	0.00	0.00	0.00	328,125.00	-
1	7/1/2017	5,414.88	0.00	5,414.88	322,710.12	329,164.32
2	8/1/2017	5,414.88	1,035.36	4,379.52	318,330.60	324,697.21
3	9/1/2017	5,414.88	1,021.31	4,393.57	313,937.03	320,215.77
4	10/1/2017	5,414.88	1,007.22	4,407.66	309,529.37	315,719.96
5	11/1/2017	5,414.88	993.07	4,421.81	305,107.56	311,209.71
6	12/1/2017	5,414.88	978.89	4,435.99	300,671.57	306,685.00
7	1/1/2018	5,414.88	964.66	4,450.22	296,221.35	302,145.78
8	2/1/2018	5,414.88	950.38	4,464.50	291,756.85	297,591.99
9	3/1/2018	5,414.88	936.05	4,478.83	287,278.02	293,023.58
10	4/1/2018	5,414.88	921.68	4,493.20	282,784.82	288,440.52
11	5/1/2018	5,414.88	907.27	4,507.61	278,277.21	283,842.75
12	6/1/2018	5,414.88	892.81	4,522.07	273,755.14	279,230.24
13	7/1/2018	5,414.88	878.30	4,536.58	269,218.56	274,602.93
14	8/1/2018	5,414.88	863.74	4,551.14	264,667.42	269,960.77
15	9/1/2018	5,414.88	849.14	4,565.74	260,101.68	265,303.71
16	10/1/2018	5,414.88	834.49	4,580.39	255,521.29	260,631.72
17	11/1/2018	5,414.88	819.80	4,595.08	250,926.21	255,944.73
18	12/1/2018	5,414.88	805.06	4,609.82	246,316.39	251,242.72
19	1/1/2019	5,414.88	790.27	4,624.61	241,691.78	246,525.62
20	2/1/2019	5,414.88	775.43	4,639.45	237,052.33	241,793.38
21	3/1/2019	5,414.88	760.54	4,654.34	232,397.99	237,045.95
22	4/1/2019	5,414.88	745.61	4,669.27	227,728.72	232,283.29
23	5/1/2019	5,414.88	730.63	4,684.25	223,044.47	227,505.36
24	6/1/2019	5,414.88	715.60	4,699.28	218,345.19	222,712.09
25	7/1/2019	5,414.88	700.52	4,714.36	213,630.83	217,903.45
26	8/1/2019	5,414.88	685.40	4,729.48	208,901.35	213,079.38
27	9/1/2019	5,414.88	670.23	4,744.65	204,156.70	208,239.83
28	10/1/2019	5,414.88	655.00	4,759.88	199,396.82	203,384.76
29	11/1/2019	5,414.88	639.73	4,775.15	194,621.67	198,514.10
30	12/1/2019	5,414.88	624.41	4,790.47	189,831.20	193,627.82
31	1/1/2020	5,414.88	609.04	4,805.84	185,025.36	188,725.87
32	2/1/2020	5,414.88	593.62	4,821.26	180,204.10	183,808.18
33	3/1/2020	5,414.88	578.16	4,836.72	175,367.38	178,874.73
34	4/1/2020	5,414.88	562.64	4,852.24	170,515.14	173,925.44
35	5/1/2020	5,414.88	547.07	4,867.81	165,647.33	168,960.28
36	6/1/2020	5,414.88	531.45	4,883.43	160,763.90	163,979.18

Sales tax of \$0.00 is included in the financed amount shown above.

Lessee Signature: *Michael J. Zappala*

Date: _____

Print Name: _____ Title: _____

09PFDOC155v2

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule


LESSOR: De Lage Landen Public Finance LLC

LESSEE: Town of Hempstead, NY

LEASE NUMBER: 100-10146291

LEASE DATE: Jul 19, 2017

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	7/1/2020	5,414.88	515.78	4,899.10	155,864.80	158,982.10
38	8/1/2020	5,414.88	500.07	4,914.81	150,949.99	153,968.99
39	9/1/2020	5,414.88	484.30	4,930.58	146,019.41	148,939.80
40	10/1/2020	5,414.88	468.48	4,946.40	141,073.01	143,894.47
41	11/1/2020	5,414.88	452.61	4,962.27	136,110.74	138,832.95
42	12/1/2020	5,414.88	436.69	4,978.19	131,132.55	133,755.20
43	1/1/2021	5,414.88	420.72	4,994.16	126,138.39	128,661.16
44	2/1/2021	5,414.88	404.69	5,010.19	121,128.20	123,550.76
45	3/1/2021	5,414.88	388.62	5,026.26	116,101.94	118,423.98
46	4/1/2021	5,414.88	372.49	5,042.39	111,059.55	113,280.74
47	5/1/2021	5,414.88	356.32	5,058.56	106,000.99	108,121.01
48	6/1/2021	5,414.88	340.09	5,074.79	100,926.20	102,944.72
49	7/1/2021	101,250.00	323.80	100,926.20	0.00	0.00
Grand Totals		361,164.24	33,039.24	328,125.00		

Lessee Signature: 

Date: _____

Print Name: _____ Title: _____

09PFDOC155v2

ATTACHMENT 2

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: De Lage Landen Public Finance LLC

LESSEE: Town of Hempstead, NY

LEASE NUMBER: 100-10146291

LEASE DATE: July 1, 2017

Quantity	Description/Serial No./Model No.	Location
75	Club Car Precedent Electric Golf Cars Please See Attached Serial Numbers	Lido Golf Course 255 Lido Blvd Lido Beach, NY 11569

LESSEE Signature: *Michael P. Zappala*

Date: _____

Print Name: _____ Title: _____

10PFBOC169v2

De Lage Landen Public Finance LLC

- Check here if your billing or Equipment Location has changed or is incorrect.
Please note changes on the reverse side.
- Payment sent without a copy of this invoice may be subject to a delay in processing.

INVOICE #: ADV06022017
 REFERENCE #: 100-10146291
 CUSTOMER #: Hempstead, NY
 DUE DATE: 07/01/2017
 TOTAL DUE: \$5,414.88

- Please do not send correspondence to this address.
- Send payment for this invoice to:

De Lage Landen Public Finance LLC
 REF# 100-10146291
 1111 DLO EAGLE SCHDDL ROAD
 WAYNE, PA 19087

- All future payments must be paid to the following Lockbox:

De Lage Landen Public Finance
 LOCKBOX PO BOX 41602
 PHILADELPHIA, PA 19101

INVOICE DATE	INVOICE #	REFERENCE #	CUSTOMER
June 2, 2017	ADV06022017	100-10146291	Hempstead, NY
P.O. NUMBER		EQUIPMENT DESCRIPTION	
		SEE BELOW	
EQUIPMENT LOCATION			
Lido Golf Course, 255 Lido Blvd, Lido Beach, NY 11569			

INVOICE

CUSTOMER SERVICE 800-935-9439

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
(75) Club Car Precedent Electric Golf Cars	07/01/2017	\$5,414.88
TOTAL		\$5,414.88

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT.

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for De Lage Landen Public Finance LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL ID#: _____

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# _____ YES NO

Is a new purchase order required for each new fiscal period? YES NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. YES NO

Do you require any special information to establish a vendor number for _____? YES NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction.**

- Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.
YES NO If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

- Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?
YES NO If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of July 1, 2017, between **De Lage Landen Public Finance LLC**, as Lessor, and Town of Hempstead, NY, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee Town of Hempstead, NY
	Signature <i>Michael J. Zent</i>
	Print Name Michael J. Zent
	Title

07PFDOC055v1

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR RICHARD ABATE,
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF PLANNING AND ECONOMIC
DEVELOPMENT.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Richard Abate, Labor Crew Chief I, in the Department of Planning and Economic Development, be and hereby is increased to Grade 13, Step 11 (L), Salary Schedule C, \$79,537, by the Commissioner of the Department of Planning and Economic Development and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GARY AUE AS
MAINTENANCE ELECTRICIAN CREW CHIEF,
IN THE DEPARTMENT OF PARKS AND
RECREATION.

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

WHEREAS, Gary Aue has resigned his position as Street Light
Inspections Supervisor, in the Department of General Services, Traffic Control Division, NOW, BE IT

RESOLVED, that Gary Aue be and hereby is appointed Maintenance
Electrician Crew Chief, Non Competitive, Ungraded, with no change in salary, 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 June 7, 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 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 \$65,843, Ungraded, by the Commissioner of the Department of Parks and
Recreation and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF YURIY BURYAK
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Yuriy Buryak be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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, subject to satisfactory completion of pre-employment criteria, effective June 4, 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 RACLIFFE DWYER
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Racliffe Dwyer be and hereby is appointed Laborer I, Labor
Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 June 4, 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.

A YES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANTHONY
FAVUZZA, MAINTENANCE ELECTRICIAN
CREW CHIEF, IN THE DEPARTMENT OF
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anthony Favuzza, Maintenance Electrician Crew Chief, in the Department of Sanitation, be and hereby is increased to \$88,166, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR DOUGLAS
GROTH, CODE ENFORCEMENT OFFICER I, IN
THE DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Douglas Groth, Code Enforcement I, in the Department of Buildings, be and hereby is increased to Grade 18, Step 3 (D), Salary Schedule D, \$63,057, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JOHN GRZAN,
ACCOUNTANT II, IN THE OFFICE OF THE
TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for John Grzan, Accountant II, in the Office of the Town Comptroller, be and hereby is increased to Grade 21, Step 6 (G), Salary Schedule C, \$78,800, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF BRIAN GUERIN AS LABOR
CREW CHIEF I, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Brian Guerin, now serving as Laborer I, in the Department of Conservation and Waterways, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 10 (K), Salary Schedule C, \$76,530, 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 June 7, 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 GERARD HOCH
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Gerard Hoch be and hereby is appointed Laborer I, Labor
Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 June 4, 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 ALBERT JAEGER III
AS SECRETARY TO BOARD OF APPEALS
IN THE BOARD OF APPEALS.

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

RESOLVED, that Albert Jaegers III be and hereby is appointed as Secretary to Board of Appeals, in the Board of Appeals, Exempt, Ungraded, at an annual salary of \$50,000, by the Chairman of the Board of Appeals and ratified by the Town Board of the Town of Hempstead effective May 24, 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 CHRISTOPHER JAMES
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Christopher James be and hereby is appointed Laborer I, Labor
Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 June 4, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary
for twenty-six weeks and should candidate prove unsatisfactory during this period, said
appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GREGORY KOLODINSKY
AS PARK CREW CHIEF, IN THE
DEPARTMENT OF PARKS AND RECREATION.

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

RESOLVED, that Gregory Kolodinsky be and hereby is appointed
Park Crew Chief, Non Competitive, Ungraded, at an annual salary of \$70,000, 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, subject to satisfactory completion of pre-employment
criteria, effective June 4, 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 AMANDA
MCCANN, CLERK LABORER, IN THE OFFICE
OF THE TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Amanda McCann, Clerk Laborer, in the Office of the Town Comptroller, be and hereby is increased to Grade 9, Step 4 (E), Salary Schedule D, \$50,748, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES: 1

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CARLOS MENDEZ
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Carlos Mendez be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 June 4, 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 MELINDA MORIARITY AS
CLERK II, IN THE DEPARTMENT OF PARKS
AND RECREATION, FROM THE CIVIL
SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Melinda Moriarity has passed the examination for the position of Clerk II, Civil Service List No. 70-712, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Melinda Moriarity, now serving as Clerk I, in the Department of Parks and Recreation, be and hereby is appointed Clerk II, Competitive, Permanent, Grade 8, Step 4 (E), Salary Schedule C \$49,980, from the civil service list, 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 June 7, 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 KEVIN MULLIGAN AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF GENERAL SERVICES, BUILDINGS AND
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Kevin Mulligan, now serving as Custodial Worker II, in the Department of General Services, Buildings and Grounds Division, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 15, Step 13 (N), Salary Schedule C, \$92,190, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective May 24, 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 ROSALYN O'BRIEN AS
CLERK II, IN THE DEPARTMENT OF WATER,
FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Rosalyn O'Brien has passed the examination for the position of Clerk II, Civil Service List No. 70-712, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Rosalyn O'Brien, now serving as Clerk I, in the Department of Water, be and hereby is appointed Clerk II, Competitive, Permanent, Grade 8, Step 6 (G), Salary Schedule C, \$53,696, from the civil service list, in the Department of Water, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective June 7, 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 ANTHONY PAGNOZZI
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Anthony Pagnozzi be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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, subject to satisfactory completion of pre-employment criteria, effective June 4, 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: REINSTATEMENT OF WAYNE SOLAR
AS BUILDING MAINTENANCE SUPERVISOR I,
IN THE DEPARTMENT OF CONSERVATION
AND WATERWAYS.

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

RESOLVED, that Wayne Solar be and hereby is reinstated as
Building Maintenance Supervisor I, Competitive, Permanent, Grade 22, Step 13 (N), Salary Schedule C,
\$118,553, 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
June 8, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR CRAIG
STALLONE, LABORER I, 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 Craig Stallone, Laborer I, in the Department of Parks and Recreation, be and hereby is increased to Grade 9, Step 9 (J), Salary Schedule C, \$66,346, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF DAVID STEWART,
EQUIPMENT CREW CHIEF, FROM THE
DEPARTMENT OF HIGHWAY TO THE
DEPARTMENT OF GENERAL SERVICES,
BUILDINGS AND GROUNDS DIVISION.

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

RESOLVED, that David Stewart, Equipment Crew Chief, be and
hereby is transferred from the Department of Highway to the Department of General Services,
Buildings and Grounds Division, with no change in salary, by the Commissioner of the Department
of General Services and ratified by the Town Board of the Town of Hempstead effective May 24, 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: TRANSFER OF SCOTT ZINN, BUILDING
MAINTENANCE SUPERVISOR I, FROM THE
DEPARTMENT OF DGS-ANIMAL SHELTER
AND CONTROL DIVISION TO THE
DEPARTMENT OF SANITATION.

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

RESOLVED, that Scott Zinn, Building Maintenance Supervisor I, be
and hereby is transferred from the Department of DGS-Animal Shelter and Control Division to the
Department of Sanitation, with no change in salary, by the Commissioner of the Department of
Sanitation and the Town of Hempstead Civil Service Commission and ratified by the Town Board of
the Town of Hempstead effective May 11, 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.

A YES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE BUILDING
MAINTENANCE SUPERVISOR II, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

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

RESOLVED, that the budget in the Department of Conservation and
Waterways is amended to abolish the position of Building Maintenance Supervisor II, as requested by
the Commissioner of the Department of Conservation and Waterways effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR RICHARD ABATE,
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF PLANNING AND ECONOMIC
DEVELOPMENT.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Richard Abate, Labor Crew Chief I, in the Department of Planning and Economic Development, be and hereby is increased to Grade 13, Step 11 (L), Salary Schedule C, \$79,537, by the Commissioner of the Department of Planning and Economic Development and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GARY AUE AS
MAINTENANCE ELECTRICIAN CREW CHIEF,
IN THE DEPARTMENT OF PARKS AND
RECREATION.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Gary Aue has resigned his position as Street Light
Inspections Supervisor, in the Department of General Services, Traffic Control Division, NOW, BE IT

RESOLVED, that Gary Aue be and hereby is appointed Maintenance
Electrician Crew Chief, Non Competitive, Ungraded, with no change in salary, 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 June 7, 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 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 \$65,843, Ungraded, by the Commissioner of the Department of Parks and
Recreation and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF YURIY BURYAK
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Yuriy Buryak be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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, subject to satisfactory completion of pre-employment criteria, effective June 4, 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 RACLIFFE DWYER
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Racliffe Dwyer be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 June 4, 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.

A YES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANTHONY
FAVUZZA, MAINTENANCE ELECTRICIAN
CREW CHIEF, IN THE DEPARTMENT OF
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anthony Favuzza, Maintenance Electrician Crew Chief, in the Department of Sanitation, be and hereby is increased to \$88,166, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR DOUGLAS
GROTH, CODE ENFORCEMENT OFFICER I, IN
THE DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Douglas Groth, Code Enforcement I, in the Department of Buildings, be and hereby is increased to Grade 18, Step 3 (D), Salary Schedule D, \$63,057, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JOHN GRZAN,
ACCOUNTANT II, IN THE OFFICE OF THE
TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for John Grzan, Accountant II, in the Office of the Town Comptroller, be and hereby is increased to Grade 21, Step 6 (G), Salary Schedule C, \$78,800, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF BRIAN GUERIN AS LABOR
CREW CHIEF I, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

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

RESOLVED, that Brian Guerin, now serving as Laborer I, in
the Department of Conservation and Waterways, be and hereby is appointed Labor Crew Chief I, Non
Competitive, Grade 13, Step 10 (K), Salary Schedule C, \$76,530, 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 June 7, 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 GERARD HOCH
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Gerard Hoch be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 June 4, 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.

A YES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ALBERT JAEGER III
AS SECRETARY TO BOARD OF APPEALS
IN THE BOARD OF APPEALS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Albert Jaegers III be and hereby is appointed as Secretary to Board of Appeals, in the Board of Appeals, Exempt, Ungraded, at an annual salary of \$50,000, by the Chairman of the Board of Appeals and ratified by the Town Board of the Town of Hempstead effective May 24, 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 CHRISTOPHER JAMES
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Christopher James be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 June 4, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GREGORY KOLODINSKY
AS PARK CREW CHIEF, IN THE
DEPARTMENT OF PARKS AND RECREATION.

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

RESOLVED, that Gregory Kolodinsky be and hereby is appointed
Park Crew Chief, Non Competitive, Ungraded, at an annual salary of \$70,000, 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, subject to satisfactory completion of pre-employment
criteria, effective June 4, 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 AMANDA
MCCANN, CLERK LABORER, IN THE OFFICE
OF THE TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Amanda McCann, Clerk Laborer, in the Office of the Town Comptroller, be and hereby is increased to Grade 9, Step 4 (E), Salary Schedule D, \$50,748, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CARLOS MENDEZ
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Carlos Mendez be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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 June 4, 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 MELINDA MORIARITY AS
CLERK II, IN THE DEPARTMENT OF PARKS
AND RECREATION, FROM THE CIVIL
SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Melinda Moriarity has passed the examination for the position of Clerk II, Civil Service List No. 70-712, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Melinda Moriarity, now serving as Clerk I, in the Department of Parks and Recreation, be and hereby is appointed Clerk II, Competitive, Permanent, Grade 8, Step 4 (E), Salary Schedule C \$49,980, from the civil service list, 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 June 7, 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 KEVIN MULLIGAN AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF GENERAL SERVICES, BUILDINGS AND
GROUNDS DIVISION.

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

RESOLVED, that Kevin Mulligan, now serving as Custodial Worker II, in the Department of General Services, Buildings and Grounds Division, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 15, Step 13 (N), Salary Schedule C, \$92,190, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective May 24, 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 ROSALYN O'BRIEN AS
CLERK II, IN THE DEPARTMENT OF WATER,
FROM THE CIVIL SERVICE LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Rosalyn O'Brien has passed the examination for the position of Clerk II, Civil Service List No. 70-712, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Rosalyn O'Brien, now serving as Clerk I, in the Department of Water, be and hereby is appointed Clerk II, Competitive, Permanent, Grade 8, Step 6 (G), Salary Schedule C, \$53,696, from the civil service list, in the Department of Water, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective June 7, 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 ANTHONY PAGNOZZI
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Anthony Pagnozzi be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, 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, subject to satisfactory completion of pre-employment criteria, effective June 4, 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: REINSTATEMENT OF WAYNE SOLAR
AS BUILDING MAINTENANCE SUPERVISOR I,
IN THE DEPARTMENT OF CONSERVATION
AND WATERWAYS.

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

RESOLVED, that Wayne Solar be and hereby is reinstated as
Building Maintenance Supervisor I, Competitive, Permanent, Grade 22, Step 13 (N), Salary Schedule C,
\$118,553, 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
June 8, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR CRAIG
STALLONE, LABORER I, 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 Craig Stallone, Laborer I, in the Department of Parks and Recreation, be and hereby is increased to Grade 9, Step 9 (J), Salary Schedule C, \$66,346, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective June 7, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF DAVID STEWART,
EQUIPMENT CREW CHIEF, FROM THE
DEPARTMENT OF HIGHWAY TO THE
DEPARTMENT OF GENERAL SERVICES,
BUILDINGS AND GROUNDS DIVISION.

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

RESOLVED, that David Stewart, Equipment Crew Chief, be and
hereby is transferred from the Department of Highway to the Department of General Services,
Buildings and Grounds Division, with no change in salary, by the Commissioner of the Department
of General Services and ratified by the Town Board of the Town of Hempstead effective May 24, 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: TRANSFER OF SCOTT ZINN, BUILDING
MAINTENANCE SUPERVISOR I, FROM THE
DEPARTMENT OF DGS-ANIMAL SHELTER
AND CONTROL DIVISION TO THE
DEPARTMENT OF SANITATION.

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

RESOLVED, that Scott Zinn, Building Maintenance Supervisor I, be
and hereby is transferred from the Department of DGS-Animal Shelter and Control Division to the
Department of Sanitation, with no change in salary, by the Commissioner of the Department of
Sanitation and the Town of Hempstead Civil Service Commission and ratified by the Town Board of
the Town of Hempstead effective May 11, 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.

A YES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE BUILDING
MAINTENANCE SUPERVISOR II, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

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

RESOLVED, that the budget in the Department of Conservation and
Waterways is amended to abolish the position of Building Maintenance Supervisor II, as requested by
the Commissioner of the Department of Conservation and Waterways effective June 7, 2017.

AYES:

NOES: