

**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 20<sup>th</sup> 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

Case No. 29103

**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 20<sup>th</sup> 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. 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 20<sup>th</sup> 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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

Nasrin G. Ahmad  
Town Clerk

*Case No. 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 Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 20<sup>th</sup> 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 subsection 144-3.M of Chapter 144 of the code of the Town of Hempstead, in relation to the prohibition of unreasonable noise.

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

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

Dated: Hempstead, New York  
May 23, 2017

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

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHAMD  
Town Clerk

*Case 20172*



Town of Hempstead

A local law to amend subsection 144-3.M of Chapter 144 of the code of the town of Hempstead, in relation to the prohibition of unreasonable noise.

Introduced by:

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

Section One. Subsection 144-3.M of Chapter 144 of the code of the town of Hempstead is amended in relation to the prohibition of unreasonable noise, to read as follows:

Chapter 144  
Unreasonable Noise

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§ 144-3. Specific Prohibitions.

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M. Operating or permitting the operation of any mechanical powered saw, sander, drill, grinder, lawn or garden tool, snow blower or similar device, which creates an unreasonable noise across a real property boundary other than between the hours of 8:00 a.m. and 9:00 p.m. on Saturdays and Sundays, and between the hours of 7:00 a.m. and 9:00 p.m. on Mondays through Fridays.

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on June 20, 2017 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the petition of GLOBAL MONTELLO GROUP CORP. for rezoning from "LPRD" to Business District located at Levittown, New York:

A slightly irregular parcel of property on the n/si of Balsam La. approx. 85.93' w/of Wantagh Ave. w/frontage on Balsam Ln. of 50'07' & property depth of approx. 25' situated in Levittown, Town of Hempstead, County of Nassau, State of New York.

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

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

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

Anthony J. Santino  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Dated: May 23, 2017  
Hempstead, N.Y.

Case # 26214

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on June 20, 2017 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the petition of GLOBAL MONTELLO GROUP CORP. to include existing gasoline service station with "GSS" District to remove, reconfigure & replace pump island & gasoline dispensers with new pump islands & dispenser erect canopy over pump islands & operate convenience store in conjunction with gasoline and operate self-service station at Levittown, New York:

A slightly irregular parcel of property on the w/si of Wantagh Ave. bet. Hempstead Tpke. & Balsam La. w/frontage on Wantagh Ave. of 126.37' & 154.58' on Hempstead Tpke. & 136.00' on Balsam La. situated in Levittown, Town of Hempstead, County of Nassau, State of New York.

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

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

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

Anthony J. Santino  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Dated: May 23, 2017  
Hempstead, N.Y.

Case # 9922

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF JULY 4TH  
SHORE ROAD KID'S PARADE FOR A PARADE PERMIT FOR A  
PARADE HELD IN BELLMORE, NEW YORK, ON JULY 04, 2017.

WHEREAS, Nancy Beleski of Bellmore, New York, Parade Chairperson of the July 4th Shore Road Kid's Parade, 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 July 04, 2017 from 9:00 AM to 10:30 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 of the aforesaid application of Nancy Beleski, Parade Chairperson of the July 4th Shore Road Kid's Parade, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Mem # \_\_\_\_\_  
Case # 25843

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF BARNUM WOODS ELEMENTARY SCHOOL FOR A PARADE PERMIT FOR A PROCESSION HELD IN EAST MEADOW, NEW YORK, ON JUNE 14, 2017. RAIN DATE: JUNE 15, 2017.

WHEREAS, Gregory Bottari of East Meadow, New York, Principal of the Barnum Woods Elementary school, 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 East Meadow, New York, on June 14, 2017, Rain Date: June 15, 2017, from 9:45 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 Gregory Bottari, Principal of the Barnum Woods Elementary school, 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 GRANTING OF THE APPLICATION OF POINT  
LOOKOUT-LIDO FIRE DEPARTMENT FOR A PARADE PERMIT  
FOR A PARADE HELD IN LIDO BEACH, NEW YORK, ON JULY  
04, 2017.

WHEREAS, James Guerin of Point Lookout, New York, Chief of the  
Point Lookout-Lido 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 Lido Beach, New York, on July 04, 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 of the aforesaid application of James Guerin, Chief  
of the Point Lookout-Lido Fire Department, be and the same is hereby GRANTED,  
subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of  
Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

1  
25843

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF HELPING TO END VIOLENCE NOW FOR  
A PARADE PERMIT FOR A PROCESSION HELD IN ROOSEVELT,  
NEW YORK, ON JUNE 10, 2017. RAIN DATE: JUNE 17, 2017.

WHEREAS, Aaron Scott of Freeport, New York, Deacon of the Helping  
To End Violence Now, 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  
Roosevelt, New York, on June 10, 2017, Rain Date: June 17, 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 Aaron  
Scott, Deacon of the Helping To End Violence Now, 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 # 25843

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE NASSAU COUNTY SHERIFF'S CORRECTION OFFICERS BENEVOLENT ASSOCIATION WIDOW'S AND CHILDREN'S FUND TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING A CAR SHOW JUNE 18, 2017.

WHEREAS, the Nassau County Sheriff's Correction Officers Benevolent Association Widow's and Children's Fund, 504 East Meadow Avenue, East Meadow, New York 11554, Attention: Victor Millman, Executive Vice President had requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding a Car Show June 18, 2017; and

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

RESOLVED, that permission granted to the Nassau County Sheriff's Correction Officers Benevolent Association Widow's and Children's Fund, 504 East Meadow Avenue, East Meadow, New York 11554, Attention: Victor Millman, Executive Vice President to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding a Car Show June 18, 2017 is hereby ratified and confirmed; and

BE IT FURTHER

RESOLVED, that in conducting said activity, the Nassau County Sheriff's Correction Officers Benevolent Association Widow's and Children's Fund complied with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

20915



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LEVITTOWN  
COMMUNITY COUNCIL, LEVITTOWN, NEW YORK TO USE  
TOWN OF HEMPSTEAD PARKING FIELD L-3, LEVITTOWN,  
NEW YORK TO HOLD AN EVENT JULY 8, 2017.

WHEREAS, the Levittown Community Council, c/o Louise P. Cassano, Chair,  
P.O. Box 294, Levittown, New York 11756 has requested permission to use Town of  
Hempstead Parking Field L-3, Levittown, New York to hold an event July 8, 2017;  
and

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

RESOLVED, that permission is hereby granted to the Levittown Community  
Council, c/o Louise P. Cassano, Chair, P.O. Box 294, Levittown, New York 11756 to  
use Town of Hempstead Parking Field L-3, Levittown, New York to hold an event  
July 8, 2017; and

BE IT FURTHER

RESOLVED, that in conducting said activity, the Levittown Community Council  
shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

20915

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 EAST SIDE OF BERKELEY AVENUE, 329 FEET NORTH OF MARIE AVENUE. SEC 36, BLOCK 384, AND LOT (S) 182, A/K/A 1533 BERKELEY AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1533 Berkeley Avenue, Baldwin, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 9, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install one (1) lock and have one (1) thirty inch by thirty eight inch (30" x 38") window boarded with one half inch (1/2") four (4) ply plywood, located at 1533 Berkeley Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1533 Berkeley Avenue, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$280.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF DARTMOUTH STREET, 50 FEET SOUTH OF MADISON AVENUE. SEC 36, BLOCK 23601, AND LOT (S) 144, A/K/A 1410 DARTMOUTH STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1410 Dartmouth Street, Baldwin, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 7, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty six inch by eighty two inch (36" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty nine inch (34" x 89") door secured with one half inch (1/2") four (4) ply plywood and install one (1) lock and hasp, located at 1410 Dartmouth Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$204.83, the cost associated with the emergency services provided at 1410 Dartmouth Street, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$304.83 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: 3

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 WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF NORTH JERUSALEM AVENUE, 375 FEET WEST OF SHAKESPEARE PLACE, SEC 50, BLOCK 439, AND LOT (S) 9, A/K/A 1989 NORTH JERUSALEM 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 1989 North Jerusalem 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 March 3, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty two inch by thirty nine inch (32" x 39") window boarded with one half inch (1/2") four (4) ply plywood, located at 1989 North Jerusalem 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 1989 North Jerusalem 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: 3  
Item # \_\_\_\_\_  
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 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 March 9, 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 four inch (38" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by twenty seven inch (24" x 27") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirteen inch by twenty four inch (13" x 24") window boarded with one half inch (1/2") four (4) ply plywood, one (1) seventeen inch by twenty seven inch (17" x 27") window boarded with one half inch (1/2") four (4) ply plywood and one (1) twelve inch by twenty inch (12" x 20") window boarded 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 # 3

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 WEST SIDE OF WEST BOULEVARD, 55 FEET NORTH OF FULTON STREET WEST. SEC 42, BLOCK 30, AND LOT (S) 5, A/K/A 44 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 44 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 March 9, 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 44 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 44 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 # 3

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 SOUTH SIDE OF JOHNSON AVENUE, 50 FEET EAST OF STONE STREET. SEC 32, BLOCK 460, AND LOT (S) 31, A/K/A 1665 JOHNSON AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA Gappsi Group, Smithtown, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 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 sixty one feet (61') 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 1665 Johnson Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$854.00, the cost associated with the emergency services provided at 1665 Johnson Avenue, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$954.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 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 WITH ATTACHED GARAGE, LOCATED ON THE EAST SIDE OF SPRINGTIME LANE EAST, 217 FEET NORTHEAST OF SHELL LANE. SEC 51, BLOCK 379, AND LOT (S) 10, A/K/A 27 SPRINGTIME LANE EAST, 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 27 Springtime Lane East, 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 March 9, 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 eight inch (28" x 48") window boarded with one half inch (1/2") four (4) ply plywood, located at 27 Springtime Lane East, 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 27 Springtime Lane East, 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 # 3

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 WEST SIDE OF KINGS HIGHWAY, 353 FEET SOUTH OF MOTT STREET. SEC 60, BLOCK F01, AND LOT (S) 3, A/K/A 3534 KINGS HIGHWAY, 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 3534 Kings Highway, 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 March 9, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install one (1) lock and have one (1) fourteen inch by twenty four inch (14" x 24") window boarded with one half inch (1/2") four (4) ply plywood, located at 3534 Kings Highway, 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 3534 Kings Highway, 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 # 3

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 WEST SIDE OF KINGS HIGHWAY, 413 FEET SOUTH OF MOTT STREET. SEC 60, BLOCK F01, AND LOT (S) 9, A/K/A 3544 KINGS HIGHWAY, 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 3544 Kings Highway, 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 March 9, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty three inch by sixty four inch (33" x 64") window boarded with one half inch (1/2") four (4) ply plywood, located at 3544 Kings Highway, 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 3544 Kings Highway, 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 # 3

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 BRICK FRAME COMMERCIAL BUILDING, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHWEST CORNER OF LONG BEACH ROAD AND WEST WAUKENA AVENUE. SEC 43, BLOCK 338, AND LOT (S) 43-46, A/K/A 3324 LONG BEACH 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 3324 Long Beach Road, 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 March 3, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install eleven (11) lock and hasps and have one (1) thirty three inch by eighty three inch (33" x 83") door secured with one half inch (1/2") four (4) ply plywood, located at 3324 Long Beach Road, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$913.73, the cost associated with the emergency services provided at 3324 Long Beach Road, Oceanside, New York

WHEREAS, an additional charge of \$200.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,113.73 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION 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 IRENE STREET AND GRAND AVENUE. SEC 36, BLOCK 189, AND LOT (S) 381, A/K/A 679 IRENE STREET, SOUTH 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 679 Irene Street, South 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 6, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install one (1) lock and hasp and have one (1) thirty six inch by fifty eight inch (36" x 58") window boarded with one half inch (1/2") four (4) ply plywood, located at 679 Irene Street, South Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 679 Irene Street, South 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 \$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 #

3

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 SOUTH SIDE OF WEST BROADWAY, 100 FEET WEST OF NEPTUNE AVENUE. SEC 39, BLOCK 218, AND LOT (S) 19-20, A/K/A 957 WEST BROADWAY, 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 957 West Broadway, Woodmere, 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 16, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) single car detached garage dismantled removed all contents inside, located at 957 West Broadway, Woodmere;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,800.00, the cost associated with the emergency services provided at 957 West Broadway, 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 \$1,900.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3  
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDED FORMAL BID NO. 11-2017 FOR THE DEMOLITION AND REMOVAL OF A TWO AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND COTTAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE WEST SIDE OF MILBURN AVENUE, 200 FEET NORTH OF COTTAGE PLACE, SECTION 54, BLOCK 99 AND LOT (S) 24, A/K/A 2314 MILBURN AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 1-2017, ADOPTED JANUARY 10, 2017, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND COTTAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structures located at 2314 Milburn Avenue, Baldwin, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on May 18, 2017, and referred to the Building Department for review:

<u>No.</u>	<u>Name &amp; Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	ABS Contracting NY Corp. 130-29 129 <sup>th</sup> Street Queens, New York 11420	\$27,800.00
2.	EDC Concrete Rebar, Inc. 15 West Cross Street, #5 Hawthorne, New York 10532	\$34,450.00
3.	B & A Commercial Inc. Attn: Charlie Levine PO Box 512 Oceanside, New York 11572	\$68,500.00
4.	L & G Ruggiero, Inc. Attn: Lou Ruggiero 702 Cord Avenue Lindenhurst, New York 11757	\$99,900.00
5.	Russo Development Enterprises, Inc. 67 East Avenue Lawrence, New York 11559	\$186,000.00

WHEREAS, The Commissioner of the Building Department recommends said bid ABS Contracting NY Corp., 130-29 129<sup>th</sup> Street, Queens, New York 11420, as in the best interest of the Town of Hempstead and;

WHEREAS, ABS Contracting NY Corp., 130-29 129<sup>th</sup> Street, Queens, New York 11420, was selected on June 20, 2017.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #11-2017 for the demolition and removal of the two and one half story wood frame one family dwelling with detached garage and cottage, and removal of all litter and debris from premises, located on the West side of Milburn Avenue, 200 feet North of Cottage Place, Sec. 54, Block 99 and Lot(s) 24, A/K/A 2314 Milburn Avenue, Baldwin, Town of Hempstead, is hereby awarded to ABS Contracting NY Corp., 130-29 129<sup>th</sup> Street, Queens, New York 11420 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 4

NOES:

Case # 6542



**TOWN OF HEMPSTEAD  
PURCHASING DIVISION**

GARY J. PARISI, DIRECTOR  
350 FRONT STREET  
HEMPSTEAD, N.Y. 11550

<b>REQUEST FOR SEALED BIDS</b> THIS IS NOT AN ORDER	
<b>FORMAL BID NO.:</b>	11-2017
<b>TITLE:</b>	DEMOLITION OF UNSAFE STRUCTURE (BALDWIN).
<b>REQUISITION NO.:</b>	B #27-2017

To: **ABS Contracting NY Corp.**  
130-29 129th Street  
Queens, NY 11420

COPY

THURSDAY, MAY 18, 2017

**INVITATION**

SEALED BIDS WILL BE RECEIVED UNTIL 11:00 A.M., and opened in the office of Director of Purchasing, stating the lowest price(s) at which you can furnish the article described herein.

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	TO BE INSERTED BY BIDDER	
				UNIT PRICE	TOTAL(S)
			<p style="text-align: center;"><small>Bidder Must State Below Each Item, Brand Name and/or Grade of Product Offered. ALL BID PRICES MUST BE FILLED IN WITH TYPEWRITER OR INK.</small></p> <p><b>SUPPLY, DELIVER &amp; REMOVE THE BELOW DESCRIBED MATERIAL ACCORDING TO SPECIFICATIONS AND CONDITIONS.</b></p> <p>RE: 2314 Milburn Avenue, Baldwin, NY 11510</p> <p>TBR #1-2017</p> <p>Demolish and remove constructed two story wood frame one family dwelling with detached garage and cottage and all debris thereon. Fill and compact to grade at street.</p> <p>Controlled demolition in accordance with New York State Department of Labor requirements. General contractor will be responsible for asbestos handling. Town Board Resolution for condemnation as well as inspections will be provided by the Town.</p> <p>Remove any above ground or in ground oil tanks with Nassau County Health Department approval.</p> <p>Building permit required. Payment will not be made until permit is certified.</p> <p>Plumbing permit required. Payment will not be made until permit is certified.</p> <p>Plumbing permit required for sewer and potable water disconnect. Certificate of Approval required to close the building permit. Road opening permit required from Town of Hempstead Highway Department.</p> <p>Contractor must secure permit within 60 days.</p>		\$ 27,800

ac/

**IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NO HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER. EXCISE AND SALES TAXES:** The prices herein should not include any Federal Excise Taxes or Sales Taxes imposed by any State or Municipal government. Such taxes, if included, must be deducted by the Bidder when submitting bid. **PRICES:** The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Town. (1) A SUBSTITUTE FOR THE PRODUCT SPECIFIED WILL BE CONSIDERED IN ALL CASES EXCEPT WHEN OTHERWISE STATED. THE BIDDER MUST SUBMIT WITH THE BID SATISFACTORY PROOF THAT ANY SUBSTITUTE OFFERED IS EQUAL TO THE STANDARD SPECIFIED. (2) All bids must be FOB destination and include delivery and freight charges within doors unless Town specifies otherwise. (3) No charge shall be made for boxing or packing. (4) Use this form. (5) Director of Purchasing reserves the right to reject any or all bids and to award by items, by groups of items, or as a whole. (6) Issuance of Town Purchase Order constitutes acceptance of bid. BIDDERS ARE REQUESTED TO ALSO READ THE ATTACHED TERMS AND CONDITIONS.

**TO THE DIRECTOR OF PURCHASING, Town of Hempstead, State of New York:**  
The undersigned offers and agrees, subject to all conditions above and attached hereto, to furnish any or all of the items upon which prices are opposite each item, if this bid is accepted within days 5 from the opening date stated in invitation above. Delivery to destination stated above will be made within 3 days after receipt of order. CASH DISCOUNT ALLOWED 2% % 20 business days

Federal I.D. Number [REDACTED]

Telephone No. 718-659-1509

No. 718-845-7855

By [Signature] Title PRESIDENT Name AMRIK SINGH  
(Signature of proprietor, partner or officer authorized to sign for corporation and title.) (Print or type name of signer)

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	TO BE INSERTED BY BIDDER	
				UNIT PRICE	TOTAL
			<p><b>Bidder Must State Below Each Item, Brand Name and/or Grade of Product Offered. ALL BID PRICES MUST BE FILLED IN WITH TYPEWRITER OR INK.</b></p> <p><i>Provide workers compensation and liability certificate naming the Town of Hempstead as additionally insured.</i></p> <p><i>Remove and properly dispose of any hazardous material including, but not limited, to fuel oil tanks. Department of Health certification required. Complete asbestos abatement. Permit must be within one (1) month of bid award. Obtain Certificate of Completion for permit.</i></p> <p><i>Contractor must secure permit within sixty (60) days.</i></p> <p><i>Department will reserve the right to nullify bid award if circumstances dictate.</i></p> <p><i>Above in conjunction with the Town Board Resolution #1-2017.</i></p> <p><i>Asbestos abatement required, report available upon request.</i></p> <p><i>For further information contact Ray Schwarz @ (516) 489-5000, ext. #3111.</i></p> <p><i>W-9 Request for Taxpayer Identification Number &amp; Certification Form (attached) must be filled out and returned with the bid.</i></p> <p><b>ONLY ONE BID PER BIDDER WILL BE CONSIDERED. IF MULTIPLE BIDS ARE RECEIVED FROM ONE BIDDER, THEN ALL BIDS FROM THAT BIDDER WILL BE CONSIDERED INVALID AND UNACCEPTABLE.</b></p> <p><u>NOTE:</u> <b>ALL BIDDERS MUST SIGN AND HAVE NOTARIZED THE CERTIFICATION OF AFFIDAVIT ENCLOSED.</b></p> <p><b>ATTENTION VETERANS:</b> You may have certain rights under Section 162 of the New York State Finance Law in connection with public contracts for the purchase of commodities or provision of services. Specifically, this law may authorize acceptance of a bid submitted by a "qualified veteran's workshop" provided that the bid shall not exceed the lowest responsible bid by greater than 15%. It is incumbent on you to submit all required documentation to the Town, demonstrating your qualification for treatment under that Section. You should consult your attorney to determine your qualification for treatment under this provision.</p>	\$	\$

ac/

(CONTINUED ON PAGE \_\_\_\_)



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>AMRIK SINGH</b>		
	2 Business name/disregarded entity name, if different from above <b>ABS CONTRACTING NY CORP.</b>		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) <b>130-29 129th St</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>QUEENS, NY 11420</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <b>5/17/17</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

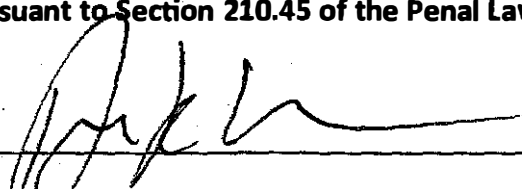
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# CERTIFICATION AFFIDAVIT

Note- The Town of Hempstead is prohibited by Town Code section 62-6 from entering into any contract with any vendor relating to services, supplies, information technology, or construction without a sworn certification that the vendor is not engaging, and will not engage during the course of the contract with the Town of Hempstead, in any economic boycott of an American Allied Nation or any American Allied Nation controlled territories, as described in Town Code section 62-6. If the vendor is found by a preponderance of the evidence by the Town Board to have engaged in such a boycott at the time of the submission of the bid, the signing of the contract, or during the course of the contract, the contract may be rescinded and the Town shall be entitled reimbursement of all its out of pocket costs in connection with its dealings with the vendor, as well as any further relief authorized by Town Code section 62-6. By signing this affidavit, the signor is representing that he or she has fully reviewed Town Code section 62-6, fully understands its provisions, and will at all relevant times act in compliance therewith.

I, certify that I am either a vendor to this contract, a representative authorized by lawful resolution to sign for the vendor, or an officer or member of the vendor of this contract and I attest under penalty of perjury that upon personal knowledge the subject vendor is not currently engaging in a "Boycott of American Allied Nation" as that term is used in Town Code section 62-6, nor will the subject vendor engage in such behavior at the submission of the subject bid, at the signing of the contract, and during the entire duration of the subject contract with the Town of Hempstead. It is understood by the vendor that the term American Allied Nation includes any American Allied controlled territory and consists of any nation that is a member of the North Atlantic Treaty Organization, any country that is a signatory to the Southeast Asian Treaty Organization, any country, other than Venezuela, that is a signatory to the RIO Treaty of 1947, as well as any of the nations of Ireland, Israel, Japan and the Republic of Korea. I further certify that the vendor shall comply in all respects with Town Code section 62-6, and I or anyone involved with the vendor shall immediately notify the Town Attorney upon gaining knowledge of any such violation by the vendor or any of its agents, employees, or representatives.

I understand that any false statements made herein are punishable as a Class "A" Misdemeanor pursuant to Section 210.45 of the Penal Law of the State of New York.

  
5/17/17  
\_\_\_\_\_  
Signature of Vendor /Officer of Vendor

Sworn to before me this  
17th day of MAY, 2017

  
Notary Public

**JUGVINDER SINGH**  
Notary Public - State of New York  
No. 01SI6186015  
Qualified in Queens County  
My Commission Expires April 28, 2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING FORMAL BID NO. 12-2017 FOR THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE WEST SIDE OF CAMERON STREET, 302 FEET SOUTH OF E STREET, SECTION 32, BLOCK 546 AND LOT (S) 119, A/K/A 544 CAMERON STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 1772-2016, ADOPTED NOVEMBER 29, 2016, AUTHORIZING THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structures located at 544 Cameron Street, Elmont, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on May 18, 2017, and referred to the Building Department for review:

<u>No.</u>	<u>Name &amp; Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	EDC Concrete Rebar, Inc. 15 West Cross Street, #5 Hawthorne, New York 10532	\$21,450.00
2.	ABS Contracting NY Corp. 130-29 129 <sup>th</sup> Street Queens, New York 11420	\$25,780.00
3.	B & A Commercial Inc. Attn: Charlie Levine PO Box 512 Oceanside, New York 11572	\$58,066.00
4.	Russo Development Enterprises, Inc. 67 East Avenue Lawrence, New York 11559	\$110,700.00

WHEREAS, The Commissioner of the Building Department recommends said bid EDC Concrete Rebar, Inc., 15 West Cross Street, #5, Hawthorne, New York 10532, as in the best interest of the Town of Hempstead and;

WHEREAS, EDC Concrete Rebar, Inc., 15 West Cross Street, #5, Hawthorne, New York 10532, was selected on June 20, 2017.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #12-2017 for the demolition and removal of the one and one half story wood frame one family dwelling with detached garage and removal of all litter and debris from premises, located on the West side of Cameron Street, 302 feet south of E Street; Sec. 32, Block 546 and Lot(s) 119, A/K/A 544 Cameron Street, Elmont, Town of Hempstead, is hereby awarded to EDC Concrete Rebar, Inc., 15 West Cross Street, #5, Hawthorne, New York 10532 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 5  
Case # 6542



**TOWN OF HEMPSTEAD  
PURCHASING DIVISION**

GARY J. PARISI, DIRECTOR  
350 FRONT STREET  
HEMPSTEAD, N.Y. 11550

EDC Concrete Rebar, Inc.  
15 West Cross Street, #5  
Hawthorne, NY 10532

**COPY**

**REQUEST FOR SEALED BIDS  
THIS IS NOT AN ORDER**

FORMAL BID NO.: 12-2017  
TITLE: DEMOLITION OF UNSAFE STRUCTURE  
(ELMONT).

B #28-2017

REQUISITION NO.:

THURSDAY, MAY 18, 2017

**SEALED BIDS WILL BE RECEIVED UNTIL 11:00 A.M.,**

and opened in the office of Director of Purchasing, stating the lowest price(s) at which you can furnish the article(s) described herein.

**INVITATION**

APPROX. QUANTITY	UNIT	DESCRIPTION	TO BE INSERTED BY BIDDER	
			UNIT PRICE	TOTAL(S)
		<p>Bidder Must State Below Each Item, Brand Name and/or Grade of Product Offered. ALL BID PRICES MUST BE FILLED IN WITH TYPEWRITER OR INK.</p> <p><b>SUPPLY, DELIVER &amp; REMOVE THE BELOW DESCRIBED MATERIAL ACCORDING TO SPECIFICATIONS AND CONDITIONS.</b></p> <p>RE: 544 Cameron Street, Elmont, NY 11003</p> <p>TBR # 1772-2016</p> <p>Demolish and remove constructed one story wood frame one family dwelling with detached garage and all debris thereon. Fill and compact to grade at street.</p> <p>Controlled demolition in accordance with New York State Department of Labor requirements. General contractor will be responsible for asbestos handling. Town Board Resolution for condemnation as well as inspections will be provided by the Town.</p> <p>Remove any above ground or in ground oil tanks with Nassau County Health Department approval.</p> <p>Building permit required. Payment will not be made until permit is certified.</p> <p>Plumbing permit required. Payment will not be made until permit is certified.</p> <p>Plumbing permit required for sewer and potable water disconnect. Certificate of Approval required to close the building permit. Road opening permit required from Town of Hempstead Highway Department.</p> <p>Contractor must secure permit within 60 days.</p>		\$ 21,450.00

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NO HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER. EXCISE AND SALES TAXES: The prices herein should not include any Federal Excise Taxes or Sales Taxes Imposed by any State or Municipal government. Such taxes, if included, must be deducted by the Bidder when submitting bid. PRICES: The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Town. (1) A SUBSTITUTE FOR THE PRODUCT SPECIFIED WILL BE CONSIDERED IN ALL CASES EXCEPT WHEN OTHERWISE STATED. THE BIDDER MUST SUBMIT WITH THE BID SATISFACTORY PROOF THAT ANY SUBSTITUTE OFFERED IS EQUAL TO THE STANDARD SPECIFIED. (2) All bids must be F.O.B. destination and include delivery and freight charges within doors unless Town specifies otherwise. (3) No charge shall be made for boxing or packing. (4) Use this form. (5) Director of Purchasing reserves the right to reject any or all bids and to award by items, by groups of items, or as a whole. (6) issuance of Town Purchase Order constitutes acceptance of bid. BIDDERS ARE REQUESTED TO ALSO READ THE ATTACHED TERMS AND CONDITIONS.

TO THE DIRECTOR OF PURCHASING, Town of Hempstead, State of New York:  
The undersigned offers and agrees, subject to all conditions above and attached hereto, to furnish any or all of the items upon which prices set opposite each item, if this bid is accepted within days \_\_\_\_\_ from the opening date stated in invitation above. Delivery to destination stated above will be made within \_\_\_\_\_ days after receipt of order. CASH DISCOUNT ALLOWED \_\_\_\_\_ % 20 business days.

Federal I.D. Number [REDACTED]

Telephone No. (914) 495-3360

Fax No. (914) 495-3361

By [Signature] Title Name (Print or type name of signer)

APPROX. QUANTITY	UNIT	DESCRIPTION	TO BE INSERTED BY BIDDER	
			UNIT PRICE	TOTALS
		<p><b>Bidder Must State Below Each Item, Brand Name and/or Grade of Product Offered. ALL BID PRICES MUST BE FILLED IN WITH TYPEWRITER OR INK.</b></p> <p><i>Provide workers compensation and liability certificate naming the Town of Hempstead as additionally insured.</i></p> <p><i>Remove and properly dispose of any hazardous material including, but not limited to, fuel oil tanks. Department of Health certification required. Complete asbestos abatement. Permit must be within one (1) month of bid award. Obtain Certificate of Completion for permit.</i></p> <p><i>Contractor must secure permit within sixty (60) days.</i></p> <p><i>Department will reserve the right to nullify bid award if circumstances dictate.</i></p> <p><i>Above in conjunction with the Town Board Resolution # 1772-2016.</i></p> <p><i>Asbestos abatement required, report available upon request.</i></p> <p><i>For further information contact Ray Schwarz @ (516) 489-5000, ext. #3111.</i></p> <p><i>W-9 Request for Taxpayer Identification Number &amp; Certification Form (attached) must be filled out and returned with the bid.</i></p> <p><b>ONLY ONE BID PER BIDDER WILL BE CONSIDERED. IF MULTIPLE BIDS ARE RECEIVED FROM ONE BIDDER, THEN ALL BIDS FROM THAT BIDDER WILL BE CONSIDERED INVALID AND UNACCEPTABLE.</b></p> <p><b>NOTE: ALL BIDDERS MUST SIGN AND HAVE NOTARIZED THE CERTIFICATION OF AFFIDAVIT ENCLOSED.</b></p> <p><b>ATTENTION VETERANS:</b> You may have certain rights under Section 162 of the New York State Finance Law in connection with public contracts for the purchase of commodities or provision of services. Specifically, this law may authorize acceptance of a bid submitted by a "qualified veteran's workshop" provided that the bid shall not exceed the lowest responsible bid by greater than 15%. It is incumbent on you to submit all required documentation to the Town, demonstrating your qualification for treatment under that Section. You should consult your attorney to determine your qualification for treatment under this provision.</p>	\$	\$

(CONTINUED ON PAGE \_\_\_\_)

CONDITIONS

1. Demolition is required as stated in bid.
2. No alteration, erasure or addition is to be made in the typewritten or printed matter.
3. Any deviations from the specifications must be specifically stated at the time of bidding and same shall be made in writing and made a part of the bid.
4. Prices and information required, except signature of bidder, must be typewritten or written in ink. All signatures must be handwritten. Facsimile, printed or typewritten signatures are not acceptable.
5. Bid must be signed in ink by owner, partner or corporate officer.
6. The Town Board reserves the right to make award by items or groups or classes of items, or as a whole.
7. The contractor shall defend, indemnify and hold harmless, the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of the performance of this Contract or from any defective condition of the materials furnished or supplied or contemplated to be furnished or supplied under this Contract. This to include inventions, royalties, patents, and patent rights. The liability of the contractor is absolute and is not dependent upon any question of negligence on the part of the contractor, the Town or their agents or employees.
8. In the event of failure on the part of the vendor to replace or put in first-class condition any such articles within thirty (30) calendar days from date of notice, the Town may have the work done by others and charge the cost to money due, or which may become due to the vendor, or if there be no money due, the vendor agrees to pay the Town such costs.
9. The contractor shall be responsible at all times for the protection and safety of the General Public and of persons and employees who may for any reason enter within the limits of his work. In the event where there are multiple contractors, each contractor will be responsible for their own conduct.
10. The contractor expressly undertakes at his own expense:
  - a) to take every precaution against injuries to all persons or damages to all property;
  - b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not interfere with the progress of his work, the work of any other contractors, or the owner's normal plant operations;
  - c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

CONDITIONS CONTINUED

11. The contractor shall be required to furnish the Town of Hempstead with policies of comprehensive public liability insurance indemnifying the Town of Hempstead for personal injuries in an amount not less than \$1,000,000.00 and for property damage in an amount not less than \$500,000.00 each occurrence and \$1,000,000.00 aggregate; and certificates of the contractor's comprehensive public liability insurance in the same limits, and Workman's Compensation Insurance; and a certificate of compliance with the Disability Benefits Law.
12. No Federal, State or Municipal Sales & Excise taxes shall be quoted or charged. The Town is exempt from such taxes. An exemption certificate will be furnished upon request.
13. Cash discount, if offered, must be for a minimum of 20 BUSINESS DAYS in order for it to be a determining factor in making the award.
14. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise bid may be rejected.
15. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. Bid shall be submitted in the envelope furnished and properly sealed.
16. Protection from claim against "Or Equal": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claim or claims, and agrees to hold the Town of Hempstead free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.
17. ALL BIDS MAY BE REVIEWED AT BID OPENING. THEREAFTER, NO REVIEWS, INQUIRIES, OR RESULTS OF BIDS WILL BE PERMITTED UNTIL AWARD HAS BEEN MADE.
18. Failure to comply with any of the above instructions shall operate as a condition upon which the bid may be rejected.

# CERTIFICATION AFFIDAVIT

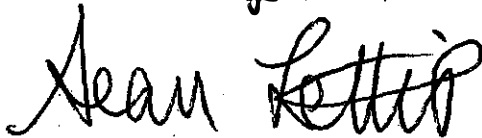
Note- The Town of Hempstead is prohibited by Town Code section 62-6 from entering into any contract with any vendor relating to services, supplies, information technology, or construction without a sworn certification that the vendor is not engaging, and will not engage during the course of the contract with the Town of Hempstead, in any economic boycott of an American Allied Nation or any American Allied Nation controlled territories, as described in Town Code section 62-6. If the vendor is found by a preponderance of the evidence by the Town Board to have engaged in such a boycott at the time of the submission of the bid, the signing of the contract, or during the course of the contract, the contract may be rescinded and the Town shall be entitled reimbursement of all its out of pocket costs in connection with its dealings with the vendor, as well as any further relief authorized by Town Code section 62-6. By signing this affidavit, the signor is representing that he or she has fully reviewed Town Code section 62-6, fully understands its provisions, and will at all relevant times act in compliance therewith.

I, certify that I am either a vendor to this contract, a representative authorized by lawful resolution to sign for the vendor, or an officer or member of the vendor of this contract and I attest under penalty of perjury that upon personal knowledge the subject vendor is not currently engaging in a "Boycott of American Allied Nation" as that term is used in Town Code section 62-6, nor will the subject vendor engage in such behavior at the submission of the subject bid, at the signing of the contract, and during the entire duration of the subject contract with the Town of Hempstead. It is understood by the vendor that the term American Allied Nation includes any American Allied controlled territory and consists of any nation that is a member of the North Atlantic Treaty Organization, any country that is a signatory to the Southeast Asian Treaty Organization, any country, other than Venezuela, that is a signatory to the RIO Treaty of 1947, as well as any of the nations of Ireland, Israel, Japan and the Republic of Korea. I further certify that the vendor shall comply in all respects with Town Code section 62-6, and I or anyone involved with the vendor shall immediately notify the Town Attorney upon gaining knowledge of any such violation by the vendor or any of its agents, employees, or representatives.

I understand that any false statements made herein are punishable as a Class "A" Misdemeanor pursuant to Section 210.45 of the Penal Law of the State of New York.

  
\_\_\_\_\_  
Signature of Vendor /Officer of Vendor

Sworn to before me this  
18th day of May, 2017

  
Notary Public

SEAN P. LETTIS  
Notary Public, State of New York  
No. 01LE0285849  
Qualified in Nassau County  
Commission Expires 07/15/2017



**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>EDCC CONCRETE &amp; REBAR INC.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>5 W CROSS ST, SUITE 5D</b> City, state, and ZIP code <b>HAWTHORNE, NY 10532</b>	Requester's name and address (optional)
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	<input type="text"/>
<b>Employer identification number</b>	<input type="text"/>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>5.15.17</b>
------------------	----------------------------	-----------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AWARDING BID CONTRACT #1 1A-2017 FOR THE EMERGENCY TREE REMOVAL FROM PRIVATE PROPERTIES THROUGHOUT THE TOWN OF HEMPSTEAD.**

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the emergency tree removal from private properties throughout the Town of Hempstead pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on March 9, 2017, and referred to the Building Department for review:

No.    Name & Address of Bidder

**1. Long Island Tree & Landscape Service Inc.  
PO Box 1531  
Seaford, New York 11783**

Items of Work	Estimated Quantities	Non-Emergency Price	Emergency Price
• Tree Removal up to and including 24" diameter	1	\$675.00	\$845.00
• Tree Removal between 24" – 48" diameter	1	\$1,840.00	\$2,050.00
• Tree Removal including and exceeding 48" diameter	1	\$3,125.00	\$3,625.00
• Stump Removal	1	\$195.00	\$265.00
• Emergency Tree Removal	1	\$1,395.00	\$1,765.00
• Limb Removal 24" – 36" inclusive	1	\$425.00	\$625.00
• Limb Removal exceeding 36"	1	\$550.00	\$750.00
<b>TOTAL</b>			
			<b>\$18,130.00</b>

**2. Trees R Us Inc.  
99 S. Saxon Avenue  
Bayshore, New York 11706**

Items of Work	Estimated Quantities	Non-Emergency Price	Emergency Price
• Tree Removal up to and including 24" diameter	1	\$1,600.00	\$1,700.00
• Tree Removal between 24" – 48" diameter	1	\$2,350.00	\$2,500.00
• Tree Removal including and exceeding 48" diameter	1	\$3,000.00	\$3,250.00
• Stump Removal	1	\$250.00	\$250.00
• Emergency Tree Removal	1	\$1,500.00	\$1,750.00
• Limb Removal 24" – 36" inclusive	1	\$675.00	\$775.00
• Limb Removal exceeding 36"	1	\$825.00	\$900.00
<b>TOTAL</b>			
			<b>\$21,325.00</b>

Item # 6  
6542

**3. Dragonetti Brothers  
129 Louisiana Avenue  
Brooklyn, New York 11207**

Items of Work	Estimated Quantities	Non-Emergency Price	Emergency Price
• Tree Removal up to and including 24" diameter	1	\$2,000.00	\$2,500.00
• Tree Removal between 24" – 48" diameter	1	\$2,800.00	\$3,300.00
• Tree Removal including and exceeding 48" diameter	1	\$4,000.00	\$5,000.00
• Stump Removal	1	\$500.00	\$750.00
• Emergency Tree Removal	1	\$2,500.00	\$3,000.00
• Limb Removal 24" – 36" inclusive	1	\$1,000.00	\$1,200.00
• Limb Removal exceeding 36"	1	\$1,250.00	\$1,500.00
<b>TOTAL</b>			
			<b>\$31,300.00</b>

**4. Cologan Tree and Landscape Services  
65 Elm Road  
Kings Park, New York 11754**

Items of Work	Estimated Quantities	Non-Emergency Price	Emergency Price
• Tree Removal up to and including 24" diameter	1	\$1,750.00	\$1,850.00
• Tree Removal between 24" – 48" diameter	1	\$3,950.00	\$4,250.00
• Tree Removal including and exceeding 48" diameter	1	\$5,450.00	\$5,750.00
• Stump Removal	1	\$220.00	\$415.00
• Emergency Tree Removal	1	\$1,450.00	\$1,450.00
• Limb Removal 24" – 36" inclusive	1	\$2,125.00	\$2,325.00
• Limb Removal exceeding 36"	1	\$2,850.00	\$3,150.00
<b>TOTAL</b>			
			<b>\$36,985.00</b>

**5. Harder Services  
63 Jerusalem Avenue  
Hempstead, New York 11550**

Items of Work	Estimated Quantities	Non-Emergency Price	Emergency Price
• Tree Removal up to and including 24" diameter	1	\$3,167.50	\$3,995.00
• Tree Removal between 24" – 48" diameter	1	\$4,585.00	\$5,695.00

• Tree Removal including and exceeding 48" diameter	1	\$5,875.00	\$6,880.00
• Stump Removal	1	\$375.00	\$550.00
• Emergency Tree Removal	1	\$6,500.00	\$6,500.00
• Limb Removal 24" – 36" inclusive	1	\$1,585.00	\$3,175.00
• Limb Removal exceeding 36"	1	\$1,995.00	\$3,990.00

TOTAL

**\$54,867.50**

**6. Green Velvet Landscape Contractors  
31 Moffitt Boulevard  
Bayshore, New York 11706**

**Failed to complete bid, unable to calculate**

WHEREAS, the Commissioner of the Building Department recommends said bid Long Island Tree & Landscape Service Inc., PO Box 1531, Seaford, New York 11783, as in the best interest of the Town of Hempstead and;

WHEREAS, Long Island Tree & Landscape Service Inc., PO Box 1531, Seaford, New York 11783, was selected on April 25, 2017.

WHEREAS, Green Velvet Landscape Contractors could not be calculated for failure to complete the bid;

NOW THEREFORE, BE IT

RESOLVED, that the Contract Bid #11A-2017 for the emergency tree removal from private properties throughout the Town of Hempstead for the 60 month period of July 2017 through June 30, 2022, is hereby awarded to Long Island Tree & Landscape Service Inc., PO Box 1531, Seaford, New York 11783, with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



COPY

CONTRACT PROPOSAL  
TOWN OF HEMPSTEAD - STATE OF NEW YORK  
FOR BIDS TO BE RECEIVED AND OPENED IN THE OFFICE OF  
DIRECTOR OF PURCHASING  
350 Front Street - Room 122  
Hempstead, New York 11550-4037

TITLE YEARLY REQUIREMENTS FOR: EMERGENCY TREE REMOVAL

The undersigned bidder affirms and declares that he/she has carefully examined the advertised invitation for bids, the general specifications and detailed specifications, and certifies that this proposal is signed with full knowledge and acceptance of all the provisions thereof and offers and agrees, if this bid is accepted within 30 days from the date of opening of bids to furnish any or all items upon which prices are hereinafter quoted in the quantities and at the prices bid. All prices must include delivery charges. Delivery to be made within 10 days after receipt of order or orders during the contract period FROM UPON AWARD

Unless emergency svc.

TO FIVE (5) YEARS

Cash Discount of 10% per cent will be allowed for prompt payment within 20 business days.

BID OF LI TREE & LANDSCAPE SERVICE PO BOX 1531 SEAFORD, NY 11783  
(Name of Bidder) (Address)

(Corporate) (Seal) By Tracy Cerullo Title Secretary Name Tracy Cerullo  
(Signature of proprietor, partner or officer authorized to sign for corporation and title) (Print or type name of signer)

Federal I.D. Number [Redacted] Telephone No. 631-669-8733  
Fax No. 631-669-8737

BIDDER'S SIGNATURE SHOULD BE ACKNOWLEDGED BELOW.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_  
to me known and known to be ( the individual described in ) \*  
( a member of the firm of \_\_\_\_\_  
the firm described in ) and who executed the within instrument, and  
( he/she ) ( each and everyone of them severally ) duly acknowledged that  
\_\_\_\_\_ he/she \_\_\_\_\_ executed the same ( as and for the act and deed of  
said firm ).

\*Notary: X out parts of acknowledgement which do not apply.

Notary Public, County of \_\_\_\_\_ State of \_\_\_\_\_  
(FOR INDIVIDUAL(S), FIRM OR PARTNERSHIP)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.:  
On this 8 day of March, 2017,  
before me, the subscriber, personally came Tracy Cerullo  
\_\_\_\_\_ to me known, who being by me duly sworn  
did depose and say that he/she resides in 2 Athens Place  
Parkway W. H.K. that he/she is the Secretary of  
Li Tree + Landscape the corporation described in and  
which executed the above instrument; that he/she knew the seal of said  
corporation; that the seal affixed to said instrument was said corporate  
seal; that it was so affixed by order of the Board of Directors of said  
corporation, and that he/she signed the same as a member of the Board.  
[Signature]  
Notary Public, State of New York  
No. 01DA6057853  
Qualified in Suffolk County  
Notary Public, County of Suffolk Commission Expires April 30, 2018  
(FOR CORPORATIONS)

Item No.	DETAILED SPECIFICATIONS	Approximate Quantity	Unit	TO BE INSERTED BY BIDDER	
				Unit Price	Amount
	The make, grade or brand on which your bid is based must be stated opposite each item.  SUPPLY, DELIVER & REMOVAL OF THE BELOW DESCRIBED MATERIAL ACCORDING TO SPECIFICATIONS AND CONDITIONS.				

an/

MAIL PROPOSALS EARLY. ALLOW TIME FOR UNAVOIDABLE DELAYS THAT MAY OCCUR.

CONDITIONS { (1) A SUBSTITUTE FOR THE PRODUCT SPECIFIED WILL BE CONSIDERED IN ALL CASES EXCEPT WHEN OTHERWISE STATED. THE BIDDER MUST SUBMIT WITH THE BID SATISFACTORY PROOF THAT ANY SUBSTITUTE OFFERED IS EQUAL TO THE STANDARD SPECIFIED. (2) All bid prices must include delivery within doors unless Town specifies otherwise. (3) No charge shall be made for boxing or packing. (4) Use this form. (5) Director of Purchasing reserves the right to reject any or all bids and to award by items, by groups of items, or as a whole. (6) Issuance of Town Purchase Order constitutes acceptance of bid. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS ATTACHED HERETO.

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. PRICES: The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Town. DO NOT INCLUDE FEDERAL, STATE OR OTHER TAXES IN BID PRICES.

Item No.	-DETAILED SPECIFICATIONS	Approximate Quantity	Unit	TO BE INSERTED BY BIDDER	
				Unit Price	Amount
	<p>The make, grade or brand on which your bid is based must be stated opposite each item.</p> <p><i>Emergency Tree Removal from Private Properties.</i></p> <p><i>As per Specifications attached (pages 1-4).</i></p> <p><b>NOTE:</b> <i>All bidders MUST sign and have notarized the Certification Affidavit enclosed.</i></p> <p><b>ATTENTION VETERANS:</b> You may have certain rights under Section 162 of the New York State Finance Law in connection with public contracts for the purchase of commodities or provision of services. Specifically, this law may authorize acceptance of a bid submitted by a "qualified veteran's workshop" provided that the bid shall not exceed the lowest responsible bid by greater than 15%. It is incumbent on you to submit all required documentation to the Town, demonstrating your qualification for treatment under that Section. You should consult your attorney to determine your qualification for treatment under this provision.</p> <p>W-9 Request for taxpayer identification number &amp; certification form (attached) must be filled out and returned with the bid.</p> <p>Only one bid per bidder will be considered. If multiple bids are received from one bidder, then all bids from that bidder will be considered invalid and unacceptable.</p>				

CONDITIONS

1. Delivery is requested within thirty (30) days. However, bid will be considered for delivery within a longer period of time. An early delivery date will be one of the determining factors in making the Award.
2. The items listed herein must be delivered, as and when specified in the bid; or as specified by bidder. Do not submit a bid for any article which you cannot definitely furnish out of your stock on hand, or produce or protect and obtain through your sources of supply for delivery, as stated in the bid, or as specified by bidder.
3. No alteration, erasure or addition is to be made in the typewritten or printed matter.
4. Any deviations from the specifications must be specifically stated at the time of bidding, and same shall be made in writing and made a part of the bid.
5. Prices and information required, except signature of bidder, must be typewritten, or written in ink. All signatures must be handwritten. Facsimile, printed or typewritten signatures are not acceptable.
6. Bid must be signed in ink by owner, partner or corporate officer.
7. The Director of Purchasing reserves the right to make Award by items or groups or classes of items, or as a whole.
8. *The Town Board reserves the right to reject any and all bids and to waive any informalities in the bids received, and to accept the bid most favorable to the interest of the Town, after all bids have been examined and checked.*
9. No Federal, State or Municipal Sales and Excise taxes shall be quoted or charged. The Town is exempt from such taxes. An exemption certificate will be furnished, upon request.
10. Cash discount, if offered, must be for a minimum of 20 BUSINESS DAYS in order for it to be a determining factor in making the Award.
11. All prices quoted must be "per unit", as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
12. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. Bid shall be submitted in the envelope furnished, and properly sealed.
13. Protection from claim against "Or Equal": In the event of any claim by any unsuccessful bidder, concerning or relating to the issue of "equal or better", or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claim, or claims, and agrees to hold the Town of Hempstead free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.
14. ALL BIDS MAY BE REVIEWED AT BID OPENING. THEREAFTER, NO REVIEWS, INQUIRIES OR RESULTS OF BIDS WILL BE PERMITTED UNTIL AWARD HAS BEEN MADE.
15. Failure to comply with any of the above instructions shall operate as a condition upon which the bid may be rejected.

Town of Hempstead Purchasing Division

## CERTIFICATION AFFIDAVIT

Note- The Town of Hempstead is prohibited by Town Code section 62-6 from entering into any contract with any vendor relating to services, supplies, information technology, or construction without a sworn certification that the vendor is not engaging, and will not engage during the course of the contract with the Town of Hempstead, in any economic boycott of an American Allied Nation or any American Allied Nation controlled territories, as described in Town Code section 62-6. If the vendor is found by a preponderance of the evidence by the Town Board to have engaged in such a boycott at the time of the submission of the bid, the signing of the contract, or during the course of the contract, the contract may be rescinded and the Town shall be entitled reimbursement of all its out of pocket costs in connection with its dealings with the vendor, as well as any further relief authorized by Town Code section 62-6. By signing this affidavit, the signor is representing that he or she has fully reviewed Town Code section 62-6, fully understands its provisions, and will at all relevant times act in compliance therewith.

I, certify that I am either a vendor to this contract, a representative authorized by lawful resolution to sign for the vendor, or an officer or member of the vendor of this contract and I attest under penalty of perjury that upon personal knowledge the subject vendor is not currently engaging in a "Boycott of American Allied Nation" as that term is used in Town Code section 62-6, nor will the subject vendor engage in such behavior at the submission of the subject bid, at the signing of the contract, and during the entire duration of the subject contract with the Town of Hempstead. It is understood by the vendor that the term American Allied Nation includes any American Allied controlled territory and consists of any nation that is a member of the North Atlantic Treaty Organization, any country that is a signatory to the Southeast Asian Treaty Organization, any country, other than Venezuela, that is a signatory to the RIO Treaty of 1947, as well as any of the nations of Ireland, Israel, Japan and the Republic of Korea. I further certify that the vendor shall comply in all respects with Town Code section 62-6, and I or anyone involved with the vendor shall immediately notify the Town Attorney upon gaining knowledge of any such violation by the vendor or any of its agents, employees, or representatives.

I understand that any false statements made herein are punishable as a Class "A" Misdemeanor pursuant to Section 210.45 of the Penal Law of the State of New York.

Stacy Cerullo

Signature of Vendor /Officer of Vendor

Sworn to before me this 8 day of March, 2017

LAURAN MARGARET D'AGOSTINO  
Notary Public, State of New York  
No. 01DA6057853  
Qualified in Suffolk County  
Commission Expires April 30, 2018  
Notary Public

*Lauran Margaret D'Agostino*



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Long Island Tree Landscape Service, Inc.</u>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <u>PO Box 1531</u>		Requester's name and address (optional)
	6 City, state, and ZIP code <u>Seymour, NY 11783</u>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
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-		-						
<b>or</b>								
<b>Employer identification number</b>								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <u>Tracy Cerrullo</u>	Date ▶ <u>3/2/17</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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Shaping

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Firewood

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Service

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**AND LANDSCAPE SERVICE, INC.**

*Established 1954*

**SPECIALIZING IN SAVING TREES  
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P.O. Box 1531  
Seaford, NY 11783

Town of Hempstead  
350 Front Street  
Hempstead, NY 11550  
Purchasing Department

3/7/2017

To Whom It May Concern:

This letter is regarding Long Island Tree & Landscape Service, Inc. The company has been a corporation since June 1993. I have attached proof from the NYS Department of State for your reference. I have also attached bank account record showing the opening date of account. I hope this is sufficient enough proof of incorporation of the company to submit bid.

We had a terrible fire and many records and items were destroyed. Among them was the corporation kit. I will get a new seal from the NYS Department of State as soon as possible. However, I know on the bid form we were supposed to affix the seal, which I do not have as of yet.

I hope the proof attached can be used to submit the bid as we look forward to hopefully servicing the town on the work needed to be done.

I thank you for your cooperation in this matter.

Best Regards,

Tracy Cerullo  
Secretary  
Long Island Tree & Landscape Service, Inc.

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through March 7, 2017.

---

Selected Entity Name: LONG ISLAND TREE & LANDSCAPE SERVICE, INC.

Selected Entity Status Information

**Current Entity Name:** LONG ISLAND TREE & LANDSCAPE SERVICE, INC.

**DOS ID #:** 1733872

**Initial DOS Filing Date:** JUNE 11, 1993

**County:** NASSAU

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC BUSINESS CORPORATION

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

LONG ISLAND TREE & LANDSCAPE SERVICE, INC.

PO BOX277

COPIAGUE, NEW YORK, 11726

**Chief Executive Officer**

GUY CERULLO

75 MEADOW LANE

AMITYVILLE, NEW YORK, 11701

**Principal Executive Office**

GUY CERULLO

75 MEADOW LANE

AMITYVILLE, NEW YORK, 11701

**Registered Agent**

NONE

[https://appext20.dos.ny.gov/corp\\_public/CORPSEARCH.ENTITY\\_INFORMATION?p\\_tok...](https://appext20.dos.ny.gov/corp_public/CORPSEARCH.ENTITY_INFORMATION?p_tok...) 3/8/2017

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
JUN 11, 1993	Actual	LONG ISLAND TREE & LANDSCAPE SERVICE, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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# Deposit Account Balance Summary

03/08/2017

**Requestor information:**

**L I TREE & LANDSCAPE SERVICE**

**2 ATKINSON PL  
PATCHOGUE, NY 11772-8040**

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
9362358602	BusinessClassic	06/28/1993	[REDACTED]	[REDACTED]
Customer Information				
L I TREE & LANDSCAPE SERVICE		Sole Owner		
GUY CERULLO		Signer		
TRACY CERULLO		Signer		

Deposit Account Balance Summary request completed by:

**LAURAN M DAGOSTINO  
(631) 654-1414  
Patchogue Gateway Plaza**

**PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.**

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.



**TOWN OF HEMPSTEAD  
DEPARTMENT OF  
BUILDINGS**

**JOHN E. ROTTKAMP  
COMMISSIONER**

**JOHN G. NOVELLO  
DEPUTY COMMISSIONER**

One Washington Street, Hempstead, NY 11550  
Office: 516.489.5000 Fax: 516.483.1573

**CONTRACT# 11A-2017**

**REQUEST FOR PROPOSALS**

**TREE REMOVAL(S) FROM PRIVATE PROPERTIES  
IN ACCORDANCE WITH CH90 TOWN OF HEMPSTEAD CODE  
CONTRACT AWARDED FOR A FIVE YEAR TERM**

**REQUIREMENTS:**

- 1) All bidders must prove to the satisfaction of the Building Commissioner that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment, and otherwise) to successfully complete the proposed work. Documentation must be submitted that they have performed and completed similar work, which in the opinion of the Commissioner of Buildings, will qualify them to meet the parameters set forth in the contract.
- 2) In determining the qualifications of a bidder, the Commissioner of the Building Department will consider his record in the performance of any contracts entered into by him for the work contemplated or of a similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Commissioner any and all documentation related to this requirement.
- 3) All bidders must be in business as a company providing tree removal services at least three years prior to the bid.
- 4) All bidders must own at least three vehicles equipped and exclusively setup for tree removal.
- 5) All bidders must have the equipment and manpower capable of handling multiple emergencies simultaneously.
- 6) All bidders operations must be in compliance with all local Zoning Ordinances, Town Codes, and the New York State Building Code. This includes, but is not limited to, vehicle storage, material storage, and office space.
- 7) The successful bidder must submit photographs for all work that is completed as a result of this contract. The photographs must depict the site before, during, and after the work has been completed.
- 8) The successful bidder must submit documentation such as, but not limited to the code official requesting the job, invoices, and other related paperwork on all work completed as a result of this contract.

**Job Notification and Completion Schedule**

- 1) The successful bidder must be on site and ready to work within four (4) hours of notification from the Building Department for emergency removals.
- 2) The successful bidder must be on site and ready to work within two (2) weeks of notification from the Building Department for non-emergency removals.
- 3) The contractor must remain at the site until the completion of each job.

## Late Completion Penalty for Emergency Callouts

In the case that the contractor fails to complete the work requested in accordance with the Job Notification and Completion Schedule to the full and complete satisfaction of the Department of Buildings of the Town of Hempstead, and where the contractor has been so notified in writing by the Department of Buildings of the Town of Hempstead, the following penalty schedule shall be in effect:

- Two Hundred and Fifty Dollars (\$250.00)
  - Shall be charged to the contractor for the first occurrence where a job is completed late according to the Job Notification and Completion Schedule above.
- Five Hundred Dollars (\$500.00)
  - Shall be charged to the contractor for any additional occurrences where a job is completed late according to the Job Notification and Completion Schedule above.

## Insurances & Indemnity

- 1) The Contractor shall be required to furnish the Town of Hempstead with policies of comprehensive public liability insurance indemnifying the Town of Hempstead for personal injuries in an amount not less than \$1,000,000.00 and for property damage in an amount not less than \$500,000.00 each occurrence and \$1,000,000.00 aggregate; and certificates of the contractor's comprehensive public liability insurance in the same limits, and Workman's Compensation Insurance; and a certificate of compliance with Disability Benefits Law.
- 2) The Contractor accepts all liability for property damage caused by said contractor.
- 3) Damages done by the Contractor to any person or property, public or private are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party and the Town at no cost to the Town.
- 4) Hold Harmless (Indemnity):  
The Contractor shall defend, indemnify and hold harmless, the Owner, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out the performance of this Contract or from any defective condition of the materials furnished or supplied under this Contract, provided however, that any liability arising out of or in connection with this Contract was not caused by or resulting from the sole negligence of the Owner. This is to include inventions, royalties, patents and patent rights.
- 5) The Contractor is responsible to coordinate power and other service line connections directly with the utility.

**THIS PROPOSAL SHALL BE BINDING AS THE CONTRACT WHEN AWARDED TO THE  
LOWEST RESPONSIBLE BIDDER UPON RESOLUTION BY THE TOWN BOARD**

**Proposal**

Place: Old Town Hall  
Hempstead, NY

Date: January 31, 2017

Project No.: \_\_\_\_\_

PROPOSAL OF emergency tree removal

(HEREINAFTER CALLED "BIDDER") (A n S Corp. CORPORATION/ A PARTNERSHIP/ AN INDIVIDUAL DOING BUSINESS AS Long Island Tree & Landscape) TO THE TOWN OF HEMPSTEAD, HEREINAFTER CALLED OWNER. SE Nico, Inc.

**GENTLEMEN:**

THE BIDDER, IN COMPLIANCE WITH YOUR INVITATION FOR BIDS FOR THE CONSTRUCTION OF:

**2017 REMOVAL OF TREES ON PRIVATE PROPERTIES AT  
VARIOUS LOCATIONS IN THE UNINCORPORATED AREAS OF  
THE TOWN OF HEMSTEAD**

**BD# 11A-2017**

**TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

Having examined the Bid Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposed to furnish all labor, materials and supplies and to construct the project in accordance with the Bid Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Bid Document, of which this proposal becomes a part thereof.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "NOTICE TO PROCEED" of the Owner and to fully complete the project within 72 hours thereafter as stipulated in the Bid Documents. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter that the work is not completed as hereinafter provided in Paragraph GC-38 of the General Conditions.



Estimated Quantity	Items of Work	Non-Emergency Unit Price	Emergency Unit Price
1 EA	TREE REMOVAL UP TO AND INCLUDING 24" DIAMETER	\$ 675.00	\$ 845.00
1 EA	TREE REMOVAL BETWEEN 24" AND 48" DIAMETER	\$ 1840.00	\$ 2050.00
1 EA	TREE REMOVAL INCLUDING AND EXCEEDING 48" DIAMETER	\$ 3125.00	\$ 3625.00
1 EA	STUMP REMOVAL	\$ 195.00	\$ 265.00
1 EA	EMERGENCY TREE REMOVAL	\$ 1395.00	\$ 1765.00
1 EA	LIMB REMOVAL 24"-36" INCLUSIVE	\$ 425.00	\$ 625.00
1 EA	LIMB REMOVAL EXCEEDING 36"	\$ 550.00	\$ 750.00



ADOPTED:

its adoption: , offered the following resolution and moved

RESOLUTION AUTHORIZING FEES FOR THE SALE OF VARIOUS ARTS AND CRAFTS ITEMS BY THE DEPARTMENT OF SENIOR ENRICHMENT

WHEREAS, the Department of Senior Enrichment desires to authorize fees for the sale of various arts and crafts items to senior citizens attending senior citizens' programs at various senior centers, clubs and Summer Program at Lido Beach; and

WHEREAS, this Town Board deems that it is in the public interest to authorize such fees;

NOW, THEREFORE, BE IT

RESOLVED, that the following fees for sale of various arts and crafts items to senior citizens attending senior citizens' programs at various senior centers, clubs and Summer Program at Lido Beach, be and the same hereby are authorized as follows:

<u>Craft Items</u>	<u>Fees</u>	<u>Craft Items</u>	<u>Fees</u>
Cork Flag	\$ 4.00	Sock Puppet	\$ 4.00
Pop Top Necklace	\$ 6.00	Tyvec Bracelet	\$ 5.00
Fall Sunflower Accent Pillow	\$ 5.00	Cigar Box Art	\$ 6.00
Hematite Bracelet	\$ 5.00	Eyeglass Chain	\$ 5.00
<u>Paint Canvas</u>			
9"x12"	\$ 3.25		
12"x16"	\$ 4.00		
14"x18"	\$ 4.50		

and, BE IT FURTHER

RESOLVED, that the above fees include the applicable sales tax established by the State of New York; and

BE IT FURTHER

RESOLVED, that the monies received from the sale of the aforesaid items shall be deposited 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 # 8  
Case # 21564

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ESTABLISHING FEES FOR SALE OF REFRESHMENTS TO GOLFERS AT LIDO GOLF COURSE

WHEREAS, the Department of Parks and Recreation desires to establish fees for the sale of refreshments to golfers at Lido Golf Course, effective June 18, 2017; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends that the following fees for the sale of refreshments at Lido Golf Course be established and this Town Board deems it in the public interest to establish the fees herein set forth;

NOW, THEREFORE, BE IT

RESOLVED, that the following fees, including applicable sales taxes, for the sale of refreshments to golfers at Lido Golf Course effective June 18, 2017 be and the same hereby are established as follows:

Hamburger	\$3.50
Cheeseburger	\$4.00
Hotdog	\$3.00
Assorted Toppings	\$ .50
Water	\$2.00
Soft Drinks	\$2.00
Snapple Drinks	\$2.00
Orange/Apple Juice	\$2.00
Coffee/Tea	\$2.00
Bagel w/ Butter	\$2.50
Peanut Butter & Jelly	\$2.50
Muffins	\$2.50
Danish	\$2.50
Yogurt	\$2.50
Fruit Cup	\$2.00
Soft Pretzel	\$2.50
Bag Chips	\$2.00
Bag Pretzels	\$2.00
Cookies	\$2.00
Ice Cream	\$2.00

And, BE IT FURTHER

RESOLVED, that the Commissioner be and hereby is authorized to increase or decrease any or all of the above refreshment fees in future years as a result of changes in the operational and management expenses incurred at Lido Golf Course as well as relevant food/beverage cost factors.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 9  
Case # 19886

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

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that the action of, MERRICK HOOK AND, LADDER COMPANY NO. 1, MERRICK, NEW YORK in accepting DILLON COSNETT, residing at 1738 Lippold St., Merrick, New York 11566, into the Company rolls as a member, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10  
Case # 461

RESOLUTION RE: ACCEPTING PATRICK RIORDAN AS  
ACTIVE MEMBER IN THE MERRICK HOOK AND LADDER CO.,  
NO. 1, MERRICK, NEW YORK

ADOPTED:

Offered the following resolution and  
moved its adoption:

RESOLVED, that the action of MERRICK HOOK AND LADDER  
CO., NO. 1, Merrick, New York in accepting PATRICK RIORDAN,  
residing, at 1130 South Drive, Merrick, New York 11566,  
into the company rolls as a member, be and the same hereby  
is ratified and approved.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

10

Case #

461

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING PURCHASE CONTRACT#: 25-2017  
YEARLY REQUIREMENTS FOR: CHECK FOLDING MACHINE,  
SERVICE & CHECK STOCK TO: DREW & ROGERS, INC.

WHEREAS, the Director of Finance advertised for the yearly requirements for:  
Check Folding Machine, Service & Check Stock; and

WHEREAS, said bids were received and opened on March 23, 2017, the  
following companies submitted the listed proposals:

<u>Name &amp; Address of Proposers</u>	<u>Annual Fee Amount</u>
1) Drew & Rogers, Inc. 30 Plymouth Street Fairfield, N.J. 07004	a) \$4,400.00 b) \$2,685.00/3-year c) \$2,685.00/3-year d) \$4,500.00/year e) \$720.0/year f1) \$5,000.00 f2) \$800.00
2) RR Donnelley & Sons Company 35 W. Wacker Drive Chicago, IL. 60601	a) \$4,978.00 b) \$2,088.00/3-year c) \$2,199.00/3-year d) \$6,120.00/year e) \$1,224.00/year f1) \$4030.00 f2) \$806.00

WHEREAS, it has been determined that the bid received by Drew & Rogers, Inc., 30  
Plymouth Street, Fairfield, N.J. 07004 represents the lowest qualified bid which meets  
the qualifications proposed and is acceptable as stated; and

WHEREAS, the Town Comptroller recommends said bid as in the best interest of the  
residents of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that Purchase Contract #: 25-2017, the yearly requirements for: Check  
Folding Machine, Service & Check Stock, be and is hereby awarded to Drew & Rogers,  
Inc., 30 Plymouth Street, Fairfield, N.J. 07004; and

BE IT FURTHER

RESOLVED, that monies due and owing in conjunction with this contract are to be  
made and paid out of Town Comptroller Account#:010-001-1315-4040 for check stock,  
010-001-1315-4030 for maintenance and equipment and Capital Account#: 7910-501-  
7910-5010 for the folding machine.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item #

Case #

~~11~~  
6085

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF INFORMATION AND TECHNOLOGY TO ACCEPT A PROPOSAL WITH LANROVER NETWORK SERVICES, INC. FOR MAINTENANCE OF IP PHONES THROUGHOUT THE TOWN OF HEMPSTEAD UNDER STATE CONTRACT PT65101.

WHEREAS, LANRover Network Services, Inc. 85 S Snedecor Ave. Bayport, NY 11705, has submitted a proposal for the service and support of the IP Phones for a one year period beginning June 1, 2017 and ending on May 31, 2018 pursuant to New York State contract # PT65101; and

and WHEREAS, there will be a one-time payment of \$62,475.50;

WHEREAS, the Commissioner of Information & Technology deems the agreement to be in the interest of the Town of Hempstead and to be fair and reasonable; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Information and Technology be hereby is authorized to accept the aforesaid proposal submitted by LANRover Network Services, Inc. 85 S Snedecor Ave. Bayport, NY 11705 and to make one payment from the Department of Information and Technology account 010-001-1680-4030 in the amount of \$62,475.50.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

14301



CASE NO.

RESOLUTION NO.

ADOPTED:

moved its adoption:

offered the following resolution and

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

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

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

One (1) Omaton 206	Serial # ZAO2042	\$1,885.00	Total
--------------------	------------------	------------	-------

WHEREAS, the cost of this maintenance agreement of \$1,885.00 per year for the above mentioned machine is fair and reasonable; and

WHEREAS, the agreement is effective June 02, 2017 through June 1, 2018;

THEREFORE BE IT

RESOLVED, that Stephen Brown as Counsel to the Receiver of Taxes is hereby authorized to accept and execute the continuation of the Maintenance Agreement one (1) Omaton 206 effective June 02, 2017 through June 1, 2018; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13  
Case # 2964

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

06 / 02 / 2017 ("Effective Date")

**1. BASIC TERMS.**

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

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

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

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

**2. MAINTENANCE SERVICE.**

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

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

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

Machine Type	Operation
Demand	Unit
Preventive Maintenance	4

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

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

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

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

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

### **3. GENERAL TERMS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.**

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

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

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

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

**5. WARRANTY; WARRANTY LIMITATIONS.**

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

**6. INFRINGEMENT AND GENERAL INDEMNIFICATION.**

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

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

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

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

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

**7. LIMITATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8. GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

<b>OPEX CORPORATION ("Vendor")</b>	<b>Office of Receiver of Taxes ("Customer")</b>
By: <u><i>Joseph F. Mullen</i></u>	By: _____
Printed Name: <u>Joseph F. Mullen</u>	Printed Name: _____
Title: <u>Director, Legal Affairs</u>	Title: _____
Date: <u>April 25, 2017</u>	Date: _____

**APPROVED**  
By *Kevin R. Conroy* Date *5/20/17*  
*Kevin R. Conroy* *5/30/17*  
**KEVIN R. CONROY, CPA**  
**TOWN COMPTROLLER**

*Laura McConnel-Chandler*  
*6/1/17*

**APPROVED AS TO CONTENTS**  
DATE *May 25, 2017*  
*Sharon A. Connelto*  
**RECEIVER OF TAXES**

**APPROVED AS TO FORM**  
*Charles O. Heine*  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE *5/25/17*

**EXHIBIT "A" EQUIPMENT SCHEDULE**

1) Customer's Name: **Office of Receiver of Taxes**

2) The Equipment covered by this Agreement is located at the following Site(s):

200 North Franklin St.  
Hempstead, NY 11550-1378

3) The Equipment covered by this Agreement includes the machines described below:

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

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

**OPEX CORPORATION ("Vendor")**

**Office of Receiver of Taxes ("Customer")**

By: 

By: \_\_\_\_\_

Printed Name: Joseph F. Mullen

Printed Name: \_\_\_\_\_

Title: Director, Legal Affairs

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

Date: April 25, 2017

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



**EXHIBIT "B" SERVICE PRICING**

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

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
Omaton 206	1,885.00	1	1,885.00

Total Service Costs (pre-tax) **\$1,885.00**

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

CASE NO.

RESOLUTION NO.

ADOPTED:

adoption:

offered the following resolution and moved its

**RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO RENEW AN ANNUAL MAINTENANCE AGREEMENT WITH OPEX CORPORATION FOR MAIL PROCESSING EQUIPMENT CURRENTLY IN USE IN THE OFFICE OF THE RECEIVER OF TAXES**

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

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

Two (2) Model 51	Serial # 16406, 16407	\$5,410.00 Total
Two (2) AS 3690i	Serial # A1714, A1715	\$ 19,340.00 Total
Two (2) 1 D Bar Code Licensing Fee		\$ 400.00 Total

WHEREAS, the cost of this maintenance agreement of \$25,150.00 per year for the four machines and licensing fee is fair and reasonable; and

WHEREAS, the agreement is effective July 8, 2017 through July 7, 2018;

THEREFORE BE IT

RESOLVED, that Stephen Brown as Counsel to the Receiver of Taxes is hereby authorized to accept and execute the continuation of the Maintenance Agreement of two (2) Opex Model 51 mail processing equipment and two (2) Opex Model AS 3690i mail processing equipment and two (2) 1 D Bar Code Licensing Fees effective July 8, 2017 through July 7, 2018; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

2964

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

07 / 08 / 2017 ("Effective Date")

**1. BASIC TERMS.**

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

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

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

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

**2. MAINTENANCE SERVICE.**

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

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

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

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

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

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

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

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

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

### **3. GENERAL TERMS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.**

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

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

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

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

## **5. WARRANTY; WARRANTY LIMITATIONS.**

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

## **6. INFRINGEMENT AND GENERAL INDEMNIFICATION.**

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

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

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

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

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

## **7. LIMITATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

## **8. GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

OPEX CORPORATION ("Vendor")

Office of Receiver of Taxes ("Customer")

By: Joseph F. Mullen

By: \_\_\_\_\_

Printed Name: Joseph F. Mullen

Printed Name: \_\_\_\_\_

Title: Director, Legal Affairs

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

Date: April 25, 2017

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

**APPROVED**  
By [Signature] Date 5/31/17  
[Signature] 5/31/17  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

Lisa McConnell-Chandler  
6/1/17

**APPROVED**  
[Signature]  
DIRECTOR OF PURCHASING

**APPROVED AS TO CONTENTS**  
DATE: May 25 2017  
[Signature]  
RECEIVER OF TAXES

**APPROVED AS TO FORM**  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 5/26/17



**EXHIBIT "A" EQUIPMENT SCHEDULE**

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

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

<b>OPEX CORPORATION ("Vendor")</b>	<b>Office of Receiver of Taxes ("Customer")</b>
By: <u>Joseph F. Mullen</u>	By: _____
Printed Name: <u>Joseph F. Mullen</u>	Printed Name: _____
Title: <u>Director, Legal Affairs</u>	Title: _____
Date: <u>April 25, 2017</u>	Date: _____

**EXHIBIT "B" SERVICE PRICING**

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

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
Model 51	2,705.00	2	5,410.00
AS3690i	9,670.00	2	19,340.00
1D Barcode Licensing Fee	200.00	2	400.00
Total Service Costs (pretax)			<b>\$25,150.00</b>

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT  
WITH GATEWAY YOUTH OUTREACH, INC.  
AND AUTHORIZING A NEW YORK STATE  
DIVISION FOR YOUTH GRANT.**

**WHEREAS**, the Town of Hempstead (hereinafter the "Town") has made application to the NYS Office of Children and Family Services (hereinafter the "OCFS"), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and application has been adopted by the Town Board under Resolution No. 481-2017, adopted April 4th 2017; and

**WHEREAS**, the GATEWAY YOUTH OUTREACH, INC. having its principal office at 534 Elmont Road, Elmont, NY 11003, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2016 and terminating December 31, 2016; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and GATEWAY YOUTH OUTREACH, INC., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2016 and terminating December 31, 2016; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the GATEWAY YOUTH OUTREACH, INC., the sum of SEVEN THOUSAND ONE HUNDRED TWO and 00/100 (\$7,102.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 030-006-8020-4740/Youth Guidance; and

**BE IT FURTHER RESOLVED**, that the Supervisor of the Town Of Hempstead is authorized to make claim upon the OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 14

Case # 13584

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**and**  
**GATEWAY YOUTH OUTREACH, INC.**

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the GATEWAY YOUTH OUTREACH, INC. (hereinafter called the "Center") a non-profit corporation having its principal office at 534 Elmont Road, Elmont, NY 11003.

**WITNESSETH THAT:**

**WHEREAS**, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is pending authorization by the Town Board; and

**WHEREAS**, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by the Division for Youth to receive State funding; and

**WHEREAS**, the Center is one such organization qualified by the Division for Youth and again makes application for a grant in the sum of SEVEN THOUSAND ONE HUNDRED TWO and 00/100 (\$7,102.00) DOLLARS, to assist in its program for the calendar year 2016; and

**WHEREAS**, the Town Board deems it to be in the public interest to respond favorably to such plea;

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

1. The Center agrees to continue its operations located at 534 Elmont Road, Elmont, NY 11003, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Center shall not, at any time or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this Agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.
7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

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

9. Subject to appropriations of funds by the Town Board, the Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVEN THOUSAND ONE HUNDRED TWO and 00/100 (\$7,102.00) DOLLARS, during the fiscal year commencing January 1, 2016 and terminating December 31, 2016, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the New York State Division For Youth for reimbursement, the Center agrees that should the Division disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

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

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

**TOWN OF HEMPSTEAD**

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

**GATEWAY YOUTH OUTREACH, INC.**

By: \_\_\_\_\_  
Executive Director  
Patrick Boyle

**APPROVED**

By: Kevin R. Conroy Date: 6/2/17  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

**APPROVED**

[Signature]  
DIRECTOR OF PURCHASING

Doc. No. 16-085

**APPROVED AS TO FORM**

Charles O. Heene  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 6/1/17

**APPROVED AS TO CONTENT**

DATE 6/3/17  
Katrina R. Brooks  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Cheryl Allen  
6/9/17

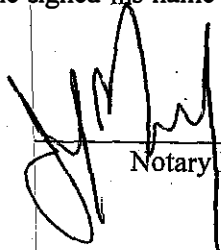
STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that she resides at 59 Knoll Lane, Levittown, New York 11756; that she is the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, the corporation described in and which executed the above agreement, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.

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

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

On this 9 day of May, 2017 before me personally came Patrick Boyle to me known, who being by me duly sworn did depose and say that (s) he resides at 3215 ARLINGTON AVE BRO NY 10467; that (s)he is the Executive Director of Gateway Youth Outreach, Inc., the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

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

**JEFFREY MARCAL**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01MA6195937**  
**Qualified in Nassau County**  
**My Commission Expires November 03, 2020**

**APPROVED**

  
\_\_\_\_\_  
**DIRECTOR OF PURCHASING**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT WITH NEW HORIZON COUNSELING CENTER INC., AUTHORIZING A GRANT FOR YOUTH SERVICES.**

**WHEREAS**, the Town of Hempstead (hereinafter the "Town") has entered into a comprehensive agreement with Nassau County through the Nassau County Department of Human Services (hereinafter the NCDHS), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and whose application has been authorized by the Town Board under Resolution No. 481-2017, adopted April 4, 2017; and

**WHEREAS**, New Horizon Counseling Center Inc., having its principal office at 50 West Hawthorne Avenue, Valley Stream, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2016 and terminating December 31, 2016; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized and directed to execute a contract between the Town of Hempstead and New Horizon Counseling Center, Inc., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2016 and terminating December 31, 2016; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Department of Planning and Economic Development Account No. 030-006-8020-4740/Youth Guidance; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is authorized to make claim upon the NCDHS for reimbursement of the Town's expenditure to the extent provided for by the terms of the NCDHS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 14

Case # 13584

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
and  
**NEW HORIZON COUNSELING CENTER, INC.**

**AGREEMENT** made the 19 day of April, 2017, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and New Horizon Counseling Center, Inc., (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Hawthorne Avenue, Valley Stream, New York.

**WITNESSETH THAT:**

**WHEREAS**, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is pending authorization by the Town Board; and

**WHEREAS**, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by OCFS to receive State funding; and

**WHEREAS**, the Center is one such organization qualified by OCFS, and again makes application for a grant in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to assist in its program for the calendar year 2016; and

**WHEREAS**, the Town Board deems it to be in the public interest to respond favorably to such plea;

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

1. The Center agrees to continue its recreational and other programs for youth, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Center shall not, at any time, or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability



for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

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

9. The Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the NYS Office of Children and Family Services (OCFS) for reimbursement, the Center agrees that should the OCFS disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the OCFS in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this agreement shall commence January 1, 2016 and terminate the 31<sup>st</sup> day of December, 2016.

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

**APPROVED**

By: [Signature] Date: 6/13/17  
[Signature]  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

**TOWN OF HEMPSTEAD**

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

**APPROVED**

[Signature]  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER  
6/13/17

**NEW HORIZON COUNSELING CENTER, INC**

By: [Signature]  
Executive Director  
Associate Director

Doc. No. 16-082

**APPROVED AS TO FORM**

[Signature]  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 6/12/17

**APPROVED AS TO CONTENT**  
DATE 6/13/17

[Signature]  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

[Signature]  
6/13/17


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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came ANTHONY J. SANTINO, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; that he is the Supervisor of the Town of Hempstead, Nassau County, New York, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

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

STATE OF NEW YORK )  
 ss:  
COUNTY OF NASSAU )

On this 19 day of April, 2017, before me personally came Sigal Mashell, to me known, who being by me duly sworn did depose and say that (s)he resides at 65 Cedar Drive Great Neck, NY 11021 and that (s)he is the Associate Director of New Horizon Counseling Ctr, the \_\_\_\_\_ described in and which executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public  
DONNA DESPIOLA  
Notary Public, State Of New York  
No. 01 DE6092690  
Qualified In Nassau County  
Commission Expires May 27, 2019

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING BID FOR ROAD IMPROVEMENT WEST PARK STREET, EAST ATLANTIC BEACH, STEVENSON ROAD AREA, HEWLETT, RIVERDALE ROAD, FIELDSTONE LANE, SOUTH VALLEY STREAM PW# 13-17**

WHEREAS, the Commissioner of General Services advertised for bids for, Road Improvement West Park street, East Atlantic Beach, Stevenson Road Area, Hewlett, Riverdale Road, Fieldstone Lane, South Valley Stream PW# 13-17

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on June 1, 2016

WHEREAS, the following bids were received and referred to Engineering for examination and report:

Richard W. Grim, Inc.	\$1,036,243.00
Valente Contracting Corp.	\$1,057,813.40
Pratt Brothers, Inc.	\$1,082,666.00

WHEREAS, the Commissioner of the Engineering Department reported that the lowest bid was received from Richard W. Grim, Inc. P.O. Box 875, Remsenburg, NY 11960 in the sum of \$1,036,243.00, and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Richard W. Grim, Inc. P.O. Box 875, Remsenburg, NY 11960 for the Road Improvement West Park street, East Atlantic Beach, Stevenson Road Area, Hewlett, Riverdale Road, Fieldstone Lane, South Valley Stream PW# 13-17 be accepted subject to the execution of a contract by it; and

BE IT FURTHER RESOLVED, that the bidder's Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office with the contract; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Engineering is hereby authorized to execute the agreement with Richard W. Grim, Inc. and that the Comptroller is authorized and directed to make payments under the contract executed by the successful bidder from Town Highway Capital Improvement Funds, Account No: 9554-503-9554-5010, in the sum of \$1,036,243.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 28692

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SUPERVISOR TO TRANSFER FUNDS FROM VARIOUS APPROPRIATIONS AND APPROPRIATED FUND BALANCES TO OTHER VARIOUS APPROPRIATIONS**

**WHEREAS**, the Governmental Accounting Standards Board has given authoritative guidance on budgetary accounting in its "Codification of Governmental Accounting and Financial Reporting Standards," and

**WHEREAS**, at the conclusion of each fiscal year budgetary adjusting entries are required in order to accurately reflect actual operating results, including but not limited to changes in inventory of materials and supplies and encumbrances for unpaid obligations, and

**WHEREAS**, some accounts will reflect deficiencies as a result

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor be and is hereby authorized to effect the following supplemental appropriations and transfers in the budget for the fiscal year ended December 31, 2016:

**GENERAL FUND**

<b><u>010-1220</u></b>		<b><u>SUPERVISORS</u></b>			
From	Account	1220-5990	Appropriated Fund Balance	\$	51,448.00
From	Account	1220-2100	Office Equipment	\$	6,180.00
From	Account	1220-4040	Office Expense	\$	7,585.00
From	Account	1220-4370	Printing	\$	106.00
To	Account	1220-1010	Salaries & Wages	\$	65,319.00

<b><u>010-1420</u></b>		<b><u>TOWN ATTORNEY</u></b>			
From	Account	1420-4030	Maintenance of Equipment	\$	978.00
From	Account	1420-4040	Office Expense	\$	1,583.00
From	Account	1420-4151	Fees & Services	\$	26,776.00
From	Account	1420-4250	Rent of Major Office Equip.	\$	180.00
From	Account	1420-4310	Misc. Mat. & Supplies	\$	28,373.00
To	Account	1420-1010	Salaries & Wages	\$	57,890.00

<b><u>010-1440</u></b>		<b><u>ENGINEERING</u></b>			
From	Account	1440-5990	Appropriated Fund Balance	\$	90,664.00
From	Account	1440-4030	Maintenance of Equipment	\$	2,438.00
From	Account	1440-4040	Office Expense	\$	767.00
From	Account	1440-4250	Rent of Major Off. Equip	\$	2,205.00
To	Account	1440-1010	Salaries & Wages	\$	96,074.00

<b><u>010-1680</u></b>		<b><u>INFORMATION &amp; TECHNOLOGY</u></b>			
From	Account	1680-4040	Office Expense	\$	5,171.00
From	Account	1680-4180	Telephone Expense	\$	12,148.00
From	Account	1680-4250	Rent of Major Office Equip.	\$	32.00
From	Account	1680-4470	Employee Training	\$	8,100.00
To	Account	1680-1010	Salaries & Wages	\$	25,451.00

Item # 16

Case # 1147

		<u>010-1910</u>	<u>INSURANCE</u>		
From	Account	1910-5990	Appropriated Fund Balance	\$	419,111.00
From	Account	1910-4070	Fire & Liability Ins.	\$	13,409.00
From	Account	1910-4077	Tort Liability	\$	109,762.00
To	Account	1910-8050	Workers' Compensation	\$	542,282.00

		<u>010-3510</u>	<u>ANIMAL SHELTER</u>		
From	Account	3510-4151	Fees & Services	\$	60,780.00
To:	Account	3510-1010	Salaries & Wages	\$	60,780.00

		<u>010-5010</u>	<u>HIGHWAY</u>		
From:	Account	5010-5990	Appropriated Fund Balance	\$	99,201.00
From:	Account	5010-4040	Office Expense	\$	9,903.00
From:	Account	5010-4250	Rent of Major Off. Equip	\$	816.00
To:	Account	5010-1010	Salaries & Wages	\$	109,920.00

		<u>010-9000</u>	<u>GENERAL FUND - UNDISTRIBUTED</u>		
From	Account	9000-5990	Appropriated Fund Balance	\$	401,464.00
From	Account	9000-4020	Legal Notices	\$	124,257.00
From	Account	9000-4151	Fees & Services	\$	44,153.00
From	Account	9000-4210	Veterans Mtg Rooms	\$	1,724.00
From	Account	9000-4440	Property Taxes	\$	6,678.00
From	Account	9000-4790	Other Expense	\$	8,045.00
From	Account	9000-4794	Adventure Tours	\$	19,518.00
From	Account	9000-4798	League Officials	\$	3,492.00
From	Account	9000-4980	Pilot	\$	26,438.00
To	Account	9000-8270	Employees' Retirement	\$	635,769.00

		<u>010-9700</u>	<u>DEBT SERVICE</u>		
From	Account	9700-6510	Principal on Notes	\$	268,522.00
From	Account	9700-9970	Transfer-Bond Interest	\$	33,790.00
To	Account	9700-7510	Interest on Notes	\$	302,312.00

**PART TOWN FUND**

		<u>030-3620</u>	<u>BUILDING DEPARTMENT</u>		
From	Account	3620-5990	Appropriated Fund Balance	\$	385,079.00
To	Account	3620-1010	Salaries & Wages	\$	205,627.00
To	Account	3620-4300	Unsafe Buildings	\$	179,452.00

		<u>030-8020</u>	<u>PLANNING &amp; ECONOMIC DEVELOPMENT</u>		
From	Account	8020-1010	Salaries & Wages	\$	54,894.00
To	Account	8020-4401	Aff. Hsing. Clsing Csts.	\$	54,894.00

		<u>030-9000</u>	<u>PART TOWN FUND - UNDISTRIBUTED</u>		
From	Account	9000-4077	Tort Liability	\$	27,572.00
From	Account	9000-4151	Fees & Services	\$	55,394.00
From	Account	9000-4440	Property Tax	\$	8,834.00
To	Account	9000-8270	Employees' Retirement	\$	89,742.00
To	Account	9000-9970	Trans-Bond Interest	\$	2,058.00

**HIGHWAY FUND**

		<u>041-5110</u>	<u>HIGHWAY #1 - ROADS</u>		
From	Account	5110-5990	Appropriated Fund Balance	\$	1,343,465.00
From	Account	5110-1010	Salaries & Wages	\$	1,448,617.00
From	Account	5110-4340	Uniform Expense	\$	1.00
To	Account	5110-4510	Special Improvements	\$	12,355.00
To	Account	5110-6510	Princ.-Notes	\$	951,597.00
To	Account	5110-7510	Interest on Notes	\$	278,714.00
To	Account	5110-8050	Workers' Compensation	\$	536,728.00
To	Account	5110-8270	Employees' Retirement	\$	8,281.00
To	Account	5110-8290	Health Insurance	\$	214,351.00
To	Account	5110-9960	Trans-Bond Principal	\$	790,057.00

**041-5130 HIGHWAY #3 - MACHINERY**

From	Account	5130-5990	Appropriated Fund Balance	\$2,626,082.00
From	Account	5130-8290	Health Insurance	\$ 56,289.00
To	Account	5130-1010	Salaries & Wages	\$ 28,543.00
To	Account	5130-2500	Motor Vehicles	\$ 104,040.00
To	Account	5130-4130	Rents-Equip.	\$ 2,428.00
To	Account	5130-4550	Machinery Repairs	\$2,493,308.00
To	Account	5130-9970	Trans-Bond Interest	\$ 54,052.00

**041-5140 HIGHWAY #4 - SNOW REMOVAL/BLDG. MAINT./SHOP MAINT.**

From	Account	5140-4750	Snow Removal	\$ 40,268.00
To	Account	5140-1030	Snow Wages	\$ 20,371.00
To	Account	5140-9970	Trans-Bond Interest	\$ 19,897.00

**PARKING FIELDS OPERATING FUND****200-5650 PARKING FIELDS**

From	Account	5650-2200	Grounds Equipment	\$ 4,500.00
From	Account	5650-4151	Fees & Services	\$ 6,690.00
From	Account	5650-4590	Other Disposal Fees	\$ 189.00
From	Account	5650-8280	Social Security	\$ 902.00
To	Account	5650-9970	Trans-Bond Interest	\$ 12,281.00

**SANITATION OPERATING FUND****300-8110 DEPARTMENT OF SANITATION**

From	Account	8110-1010	Salaries & Wages	\$ 641,528.00
From	Account	8110-2150	Surplus Equipment	\$ 10,000.00
From	Account	8110-4151	Fees & Services	\$ 61,501.00
From	Account	8110-4170	Postage	\$ 6,314.00
From	Account	8110-4310	Misc. Mat. & Supplies	\$ 40,096.00
From	Account	8110-4340	Uniform Expense	\$ 28,719.00
From	Account	8110-4550	Machinery Repairs	\$ 325,479.00
From	Account	8110-4680	Contract Fees	\$ 9,000.00
From	Account	8110-4810	Fuel	\$ 479,683.00
To	Account	8110-8050	Workers' Compensation	\$1,367,152.00
To	Account	8110-8270	Employees' Retirement	\$ 93,392.00
To	Account	8110-9960	Transfer - Bond Principal	\$ 59,683.00
To	Account	8110-9970	Transfer - Bond Interest	\$ 82,093.00

**REFUSE DISPOSAL FUND****301-0301 TOH-REFUSE DISPOSAL DISTRICT**

From	Account	0301-5990	Appropriated Fund Balance	\$ 1,785,512.00
From	Account	0301-2150	Surplus Equipment	\$ 10,000.00
To	Account	0301-4110	Utilities	\$ 14,191.00
To	Account	0301-4150	Judg & Litigation	\$ 1,739,735.00
To	Account	0301-9970	Trans-Bond Interest	\$ 41,586.00

**PARKS & RECREATION OPERATING FUND****400-7110 DEPARTMENT OF PARKS & RECREATION**

From	Account	7110-2150	Surplus Equipment	\$ 10,000.00
From	Account	7110-4030	Maintenance of Equip.	\$ 60,849.00
From	Account	7110-4040	Office Expense	\$ 3,993.00
From	Account	7110-4060	Advertising & Promotion	\$ 83,114.00
From	Account	7110-4077	Tort Liability	\$ 132,664.00
From	Account	7110-4110	Utilities	\$ 68,085.00
From	Account	7110-4140	Auto Expense	\$ 109,160.00
From	Account	7110-4340	Uniform Expense	\$ 48,050.00
From	Account	7110-4410	Gas	\$ 125,620.00
From	Account	7110-4640	Ground Repair & Maint.	\$ 47,281.00
From	Account	7110-4800	Materials & Supplies	\$ 51,925.00
From	Account	7110-4810	Fuel	\$ 216,148.00
From	Account	7110-4930	Transportation	\$ 123,491.00
From	Account	7110-4950	Pool Supplies	\$ 64,302.00
To	Account	7110-8050	Workers' Compensation	\$ 421,135.00
To	Account	7110-8270	Employees' Retirement	\$ 625,633.00
To	Account	7110-8290	Health Insurance	\$ 97,594.00
To	Account	7110-9970	Trans-Bond Interest	\$ 320.00

**WATER OPERATING FUND**

<b><u>500-8310</u></b>		<b><u>DEPARTMENT OF WATER</u></b>			
From	Account	8310-4030	Maintenance of Equip.	\$	3,031.00
From	Account	8310-4040	Office Expense	\$	5,811.00
From	Account	8310-4077	Tort Liability	\$	36,890.00
From	Account	8310-4140	Auto Expense	\$	15,192.00
From	Account	8310-4170	Postage	\$	30,951.00
From	Account	8310-4180	Telephone Expense	\$	16,360.00
From	Account	8310-4250	Rent of Major Off. Equip	\$	2,720.00
From	Account	8310-4370	Printing	\$	3,072.00
From	Account	8310-4470	Employee Training	\$	855.00
From	Account	8310-4550	Machinery Repairs	\$	14,989.00
From	Account	8310-4610	Water Treatment	\$	37,793.00
From	Account	8310-4620	Plant Operation	\$	15,896.00
From	Account	8310-4810	Fuel	\$	9,090.00
To	Account	8310-8050	Workers' Compensation	\$	146,220.00
To	Account	8310-8270	Employees' Retirement	\$	21,825.00
To	Account	8310-9970	Transfer - Bond Interest	\$	24,605.00

**SPECIAL DISTRICTS**

**FIRE PROTECTION DISTRICTS**

<b><u>151-0151</u></b>		<b><u>SILVER POINT</u></b>			
From	Account	0151-5990	Appropriated Fund Balance	\$	6,670.00
To	Account	0151-8050	Workers' Compensation	\$	6,670.00
<b><u>154-0154</u></b>		<b><u>SOUTH FREEPORT</u></b>			
From	Account	0154-5990	Appropriated Fund Balance	\$	3,792.00
To	Account	0154-4780	Fire Protection	\$	3,792.00
<b><u>161-0161</u></b>		<b><u>MILL BROOK</u></b>			
From	Account	0161-5990	Appropriated Fund Balance	\$	10,424.00
To	Account	0161-4780	Fire Protection	\$	10,424.00
<b><u>162-0162</u></b>		<b><u>GREEN ACRES MALL</u></b>			
From	Account	0162-5990	Appropriated Fund Balance	\$	28,203.00
To	Account	0162-4780	Fire Protection	\$	28,203.00

**LIGHTING DISTRICT**

<b><u>171-0171</u></b>		<b><u>TOWN OF HEMPSTEAD</u></b>			
From	Account	0171-2760	Street Lighting Equip.	\$	2,613.00
From	Account	0171-4151	Fees & Services	\$	11,736.00
From	Account	0171-4260	Radio Communications	\$	5,578.00
From	Account	0171-4310	Misc. Mat. & Supplies	\$	9,529.00
From	Account	0171-4632	Str Light Mat. & Supp.	\$	3,021.00
To	Account	0171-9970	Trans-Bond Interest	\$	32,477.00

**LIBRARY FUNDING DISTRICTS**

<b><u>180-0180</u></b>		<b><u>BAY PARK</u></b>			
From	Account	0180-5990	Appropriated Fund Balance	\$	23,028.00
To	Account	0180-4782	Contract Services	\$	23,028.00
<b><u>184-0184</u></b>		<b><u>NORTH MALVERNE</u></b>			
From	Account	0184-5990	Appropriated Fund Balance	\$	6,422.00
To	Account	0184-4782	Contract Services	\$	6,422.00
<b><u>185-0185</u></b>		<b><u>NORTH VALLEY STREAM</u></b>			
From	Account	0185-5990	Appropriated Fund Balance	\$	16,305.00
To	Account	0185-4782	Contract Services	\$	16,305.00

**SPECIAL DISTRICTS - CONTINUED**

**PARKING DISTRICTS**

**203-0203 EAST END TURNPIKE**  
From Account 0203-3010 Capital Outlay \$ 1,726.00  
To Account 0203-9970 Trans-Bond Interest \$ 1,726.00

**REFUSE & GARBAGE COLLECTION DISTRICTS**

**321-0321 LIDO BEACH-POINT LOOKOUT**  
From Account 0321-5990 Appropriated Fund Balance \$ 93,989.00  
From Account 0321-6510 Principal - Notes \$ 26,000.00  
To Account 0321-4150 Judg & Litigation \$ 117,490.00  
To Account 0321-7510 Interest on Notes \$ 2,499.00

**322-0322 MERRICK-NORTH MERRICK**  
From Account 0322-5990 Appropriated Fund Balance \$ 443,283.00  
From Account 0322-6510 Principal - Notes \$ 88,900.00  
To Account 0322-4150 Judg & Litigation \$ 523,352.00  
To Account 0322-7510 Interest on Notes \$ 8,831.00

**323-0323 TOWN OF HEMPSTEAD**  
From Account 0323-5990 Appropriated Fund Balance \$2,247,138.00  
From Account 0323-6510 Principal on Notes \$ 685,000.00  
To Account 0323-4150 Judg & Litigation \$2,865,639.00  
To Account 0323-7510 Interest on Notes \$ 66,499.00

**PARK DISTRICTS**

**404-0404 FRANKLIN SQUARE**  
From Account 0404-9970 Trans-Bond Interest \$ 40,453.00  
To Account 0404-9960 Trans-Bond Principal \$ 40,453.00

**410-0410 TOWN OF HEMPSTEAD**  
From Account 0410-5990 Appropriated Fund Balance \$ 164,392.00  
From Account 0410-3010 Capital Outlay \$ 25,000.00  
To Account 0410-9970 Trans-Bond Interest \$ 189,392.00

**WATER DISTRICTS**

**501-0501 BOWLING GREEN ESTATES**  
From Account 0501-3010 Capital Outlay \$ 229.00  
To Account 0501-9970 Transfer - Bond Interest \$ 229.00

**502-0502 EAST MEADOW**  
From Account 0502-5990 Appropriated Fund Balance \$ 53,967.00  
To Account 0502-3010 Capital Outlay \$ 30,296.00  
To Account 0502-9970 Transfer - Bond Interest \$ 23,671.00

**503-0503 LEVITTOWN WATER DISTRICT**  
From Account 0503-5990 Appropriated Fund Balance \$ 20,388.00  
From Account 0503-3010 Capital Outlay \$ 37,475.00  
To Account 0503-9970 Transfer - Bond Interest \$ 57,863.00



**SPECIAL DISTRICTS - CONTINUED**

<b><u>505-0505</u></b>		<b><u>LIDO-POINT LOOKOUT</u></b>			
From	Account	0505-3010	Capital Outlay	\$	9,377.00
To	Account	0505-9970	Transfer - Bond Interest	\$	9,377.00
<b><u>506-0506</u></b>		<b><u>ROOSEVELT FIELD</u></b>			
From	Account	0506-5990	Appropriated Fund Balance	\$	62,733.00
To	Account	0506-3010	Capital Outlay	\$	61,018.00
To	Account	0506-9970	Transfer - Bond Interest	\$	1,715.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

offered the following resolution and moved its adoption:

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

**WHEREAS**, the Town of Hempstead (hereinafter "Town") on January 10, 2017 by resolution number 28-2017 authorized an extension of a contract between the Town and VHB to provide professional services in connection with the community development programs of the Town; and

**WHEREAS**, the Town entered into a contract extension with VHB dated January 10, 2017 to perform professional services in connection with the planning and implementation of community development projects (hereinafter "Contract"); and

**WHEREAS**, the Contract extension provided for a sum not to exceed fifty thousand and 00/100 (\$50,000.00) dollars, exclusive of disbursements; and

**WHEREAS**, the Town has received a memorandum from George L. Bakich, Commissioner of the Town's Department of Planning and Economic Development dated May 9, 2017 requesting an increase in the Contract amount to be increased by up to ninety thousand and 00/100 (\$90,000.00) dollars to complete various ongoing projects for the Baldwin Urban Renewal Project Area and to perform new unanticipated projects; and

**WHEREAS**, the law firm of John K. Moss, P.C., legal counsel to the Town's Department of Planning and Economic Development by memo dated June 6, 2017 issued an opinion and recommendation in support of the request to increase the Contract amount by forty thousand and 00/100 (\$40,000.00) dollars, for a total amount not to exceed ninety thousand and 00/100 (\$90,000.00) dollars;

**NOW THEREFORE**

**BE IT RESOLVED** that the Town hereby authorizes and approves an increase in the base cap of the Contract extension by up to the sum of ninety thousand (\$90,000.00) dollars.

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

Ayes:

Nayes:

Doc No. 17-007  
June 9, 2017

Item # 17  
Case # 28537





CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION EXTENDING TEMPORARY WAIVER  
OF TOWN CLERK FEES FOR PASSPORTS AND  
COPIES OF BIRTH CERTIFICATES, DEATH  
CERTIFICATES AND MARRIAGE LICENSES FOR  
PERSONS WHOSE RESIDENCES WERE DAMAGED  
BY THE EFFECTS OF HURRICANE SANDY

WHEREAS, Hurricane Sandy, which impacted the Town of Hempstead on October 29, 2012, created many hardships for Town residents whose dwellings were damaged by it, including destruction of birth certificates, death certificates, marriage licenses and passports; and

WHEREAS, by resolution no. 1320-2012 adopted November 27, 2012, the Town Board temporarily waived all fees for Town residents who are seeking services in relation to replacement of birth certificates, death certificates, marriage licenses and/or passports which were lost or damaged by the effects of Hurricane Sandy; and

WHEREAS, by resolution numbers 1390-2012, 290-2013, 560-2013, 995-2013, 1454-2013, 303-2014, 861-2014, 1241-2014, 1676-2014, 329-2015, 810-2015, 1214-2015, 48-2016, 977-2016, and 1833-2016 the Town Board extended this waiver for replacement of birth certificates, death certificates, marriage licenses and/or passports which were lost or damaged by the effects of Hurricane Sandy through June 30, 2017; and

WHEREAS, it is in the public interest for the Town to extend the waiver period, for the benefit of affected Town residents; and

NOW, THEREFORE, BE IT

RESOLVED, that the fee waiver period set forth in resolution no. 1320-2012 is extended to December 31, 2017; and be it further

RESOLVED, that this resolution shall take effect immediately.

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

AYES:

NOES:

Item #

20

Case #

25252

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION EXTENDING THE TEMPORARY SUSPENSION OF  
ENFORCEMENT OF SECTION 144-3.G OF THE CODE OF THE  
TOWN OF HEMPSTEAD, IN RELATION TO REGULATION OF  
PERMISSIBLE HOURS FOR THE CONDUCT OF STRUCTURAL  
WORK ON BUILDINGS.

WHEREAS, by resolution numbers 79-2013, 902-2013, 1211-  
2013, 1455-2013, 305-2014, 863-2014, 1253-2014, 1674-2014,  
331-2015, 809-2015, 1213-2015, 50-2016, 976-2016, and 1832-  
2016 the Town Board temporarily suspended enforcement of  
section 144-3.G of the Code of the Town of Hempstead,  
structural work on buildings shall also be permitted between  
the hours of 10 o'clock a.m. and six o'clock p.m. on any  
Saturday or Sunday for a period up to and including June 30,  
2017; and

WHEREAS, it is in the public interest to extend the  
waiver:

NOW, THEREFORE, BE IT

RESOLVED, that the temporary suspension of enforcement  
of section 144-3.G of the Code of the Town of Hempstead is  
hereby extended up to and including December 31, 2017.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

21

Case #

25252



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and  
moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE OF  
TOWN ATTORNEY TO SETTLE THE CLAIM OF  
NORMAN KAUFMAN AND ROBIN KAUFMAN  
IN THE AMOUNT OF \$42,500.00.

WHEREAS, Norma Kaufman and Robin Kaufman, by their attorneys, Elovich & Adell, Esqs., with offices in Long Beach, New York made a claim against the Town of Hempstead for Personal injuries sustained by Norman Kaufman when he fell on Blackheath Road near Lido Boulevard in Lido Beach, New York on May 12, 2014; and

WHEREAS, an action was instituted in the Supreme State of New York in Nassau County against the Town of Hempstead by Norman Kaufman and Robin Kaufman to recover for personal injuries sustained by Norman Kaufman as a result of said accident; and

WHEREAS, prior to jury trial selection a proposal was made between Elovich & Adell, Esqs., attorneys for Norman Kaufman and Robin Kaufman and the Town of Hempstead trial counsel to settle the personal injury claim of Norman Kaufman in the amount of \$42,500.00; and

WHEREAS, Elovich & Adell, Esqs., attorneys for Norman Kaufman and Robin Kaufman have forwarded a stipulation discontinuing action and an executed general release to the Office of the Town Attorney ;and

WHEREAS, the Town of Hempstead trial counsel, the Claims Service Bureau of New York Inc., the claims representatives for the Town of Hempstead and the Office of the Town Attorney recommend that this settlement be approved in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of Town Attorney is authorized to settle the personal injury claim of Norman Kaufman and the related claim of Robin Kaufman in the amount of \$42, 500. 00 regarding an accident occurring on May 12, 2014, said amount to be paid out of the Part Town - Highway Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

Item #

22

Case #

10889



CASE NO.:

RESOLUTION:

Adopted:

offered the following resolution and

moved its adoption:

RESOLUTION AUTHORIZING MILEAGE ALLOWANCE FOR A BAY  
CONSTABLE TRAINEE TO ATTEND A MARINE LAW ENFORCEMENT  
COURSE IN LAKE GEORGE, NEW YORK.

WHEREAS, the Commissioner of the Department of Conservation and  
Waterways has certified that vehicular transportation is necessary for Salvatore Mastracchio, in  
the performance of his official duties; and

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

NOW, THEREFORE, BE IT

RESOLVED, that Salvatore Mastracchio, a Bay Constable Trainee, in the  
Department of Conservation and Waterways is hereby authorized to receive mileage allowance  
reimbursement in the amount allowed by the IRS per mile when required to use his personal  
automobile in the performance of official duties; and BE IT

RESOLVED, that payment of said mileage reimbursement for 500 miles @  
\$0.535/mile in the amount of \$267.50 for attendance at the Marine Law Enforcement Course  
held in Lake George, New York from May 7-12, 2017. The amount of \$267.50 shall be charged  
against the Travel Account #010-006-8730-4190 of the Department of Conservation and  
Waterways.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

23

Case #

9

**CASE NO.**

**RESOLUTION NO.**

**ADOPTED:**

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

**RESOLUTION AUTHORIZING AN  
AGREEMENT BETWEEN THE TOWN OF  
HEMPSTEAD AND THE PUBLICATION  
“NEWSDAY” FOR PROMOTION OF THE  
TOWN’S 2017 INDEPENDENCE CELEBRATION  
AND ALSO AUTHORIZING PAYMENT BY THE  
TOWN TO “NEWSDAY” FOR SAID  
PROMOTION**

WHEREAS, on Saturday evening, July 8, 2017, the Town of Hempstead is hosting the “Annual Independence Celebration” complete with concert performance and fireworks display that is presented each year to honor the heroic men and women of our nation’s armed forces who served gallantly in defense of our country’s freedom; and

WHEREAS, the Town of Hempstead deems it to be in the public interest to host recreational and cultural attractions of this magnitude and to promote and advertise them through various media outlets in an effort to increase awareness and maximize participation; and

WHEREAS, Newsday, located at 235 Pinelawn Road, Melville, New York, 11747, will provide an effective method of publicity and promotion through publication of a front page, one-sided “stick-on” advertisement to announce the 2017 “Independence Celebration;” and

WHEREAS, the “sticky” advertisement, will be published on Friday, July 7 for a cost of \$5,800.00; and

NOW, THEREFORE, BE IT

RESOLVED, that said agreement for advertising and payment to NEWSDAY is hereby authorized in the amount of \$5,800.00. The amount is to be charged against the Department of Parks and Recreation Code # 400-007-7110-4060, Advertising and Promotion.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER  
OF THE DEPARTMENT OF ENGINEERING TO EXECUTE  
A BETTERMENT AGREEMENT WITH COSTCO  
WHOLESALE CORP. CONCERNING IMPROVEMENT  
OF HAMPTON ROAD, OCEANSIDE, NEW YORK.

WHEREAS, Costco Wholesale Corporation, with offices at 45490 Horseshoe Road, Sterling, Virginia, has requested certain road improvements on Hampton Road, Oceanside, New York, in order to facilitate ingress and egress to its new Oceanside store; and

WHEREAS, such improvements have not been contemplated in the current towns plans or budgets; and

WHEREAS, Costco has offered to pay all construction and engineering expenses; and

WHEREAS, the Town currently has a highway improvement requirements contract Road Work Ahead under contract no. PW-22-16; and

WHEREAS, Costco has executed a betterment and funding agreement which establishes a trust and agency fund for the aforesaid payment by Costco; and

WHEREAS, it is in the best interests of the Town of Hempstead to enter into this agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Engineering be and hereby is authorized to execute the aforesaid agreement; and, BE IT FURTHER

RESOLVED, that the Town Comptroller is authorized to establish a trust and agency fund to be funded by Costco for payments of the contemplated road improvements in the initial amount of \$100,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

29720

**BETTERMENT AND FUNDING AGREEMENT**  
**HAMPTON ROAD, OCEANSIDE**

**AGREEMENT** made between the Town of Hempstead, a municipal corporation with offices at 1 Washington Street, Hempstead, New York (herein referred to as "Town") and Costco Wholesale Corporation, having its principal offices at 45940 Horseshoe Road, Sterling, Virginia 22630 (hereinafter referred to as "Costco").

**WHEREAS**, Costco is in the process of constructing a store in Oceanside, New York; and

**WHEREAS**, access to this location will be in part over and across a certain Town of Hempstead roadway known as Hampton Road, Oceanside; and

**WHEREAS**, Costco has requested certain improvements be made to Hampton Road; and

**WHEREAS**, as such improvements are not contemplated by the Town of Hempstead at this time and Costco has agreed to pay for the costs of such improvements;

**NOW, THEREFORE**, in consideration of mutual covenants set forth herein, it is hereby agreed by and between the parties hereto as follows:

1. The Town will improve so much of Hampton Road, Oceanside, as is located southerly of the southern curblineline of Daly Boulevard for distance of approximately 1,150 linear feet. The road improvement shall consist of the limited replacement of pavement to mitigate an existing ponding condition by existing catch basin; replacement of limited concrete curbing for new grade purposes only; milling and grinding of entire existing roadway pavement to provide new 1.5" thick asphalt overlay.
2. Costco agrees to pay all costs incurred for the above mentioned road work. The final costs to Costco will be based upon the actual unit bid prices of the existing town road construction requirements contract no. PW-22-16 plus the Town costs incurred for engineering construction inspection and related services. It is presently estimated that the cost to Costco, inclusive of the engineering fees will be \$100,000.00. In the event that costs exceed this amount, Costco shall be responsible for such amounts and replenish the trust and agency fund established pursuant to paragraph 4 herein.
3. Upon completion of all above-mentioned improvement work, Costco and the Town engineering personnel shall jointly determine the final cost of the work, in order to arrive at the

actual Costco cost. Costco shall pay to the Town the actual computed amount.

4. Costco shall deposit the sum of \$100,000.00 in escrow to be held by the Town in a trust and agency fund by the Town Comptroller for payment by Costco of all costs and fees associated with the aforesaid road improvement.
5. Costco understands and agrees that town's contractor is performing its services solely on behalf of the Town.
6. The tender of this escrow amount by Costco to the Town, as herein provided, in no way establishes a relationship between Costco and the Town Contractor, as agent, servant and/or employees.
7. The parties hereto agree that should there remain any unexpended funds in the escrow account upon the completion of the review process, then, in that event, such excess shall forthwith be paid over and transferred to Costco and the escrow account shall be closed.
8. All work shall be performed in accordance with the Town of Hempstead specifications and contract.
- ~~9. Costco shall indemnify and Hold Harmless the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to an property arising out of the performance of this agreement.~~ *Man*
10. The Town shall require that the Contractor provide proof of liability insurance, wherein both Costco and the Town are named as additional insureds with respect to this agreement.
11. Whereupon the Town has adopted the appropriate resolution, a certified copy of which is hereby annexed and made a part hereof. This Agreement shall become effective upon the affixing of the signatures of each party.

IN WITNESS WHEREOF, the undersigned have set forth their hand and seals the            day of            , 2017.

**APPROVED**  
 By *[Signature]* Date 6/13/17  
KEVIN R. CONROY CPA  
TOWN COMPTROLLER

**TOWN OF HEMPSTEAD**

By \_\_\_\_\_  
Commissioner of Engineering

**APPROVED AS TO FORM**  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
 DATE 6/12/17

**COSTCO WHOLESALE CORPORATION**

By *[Signature]*  
Asst. Sect.

**APPROVED**  
*[Signature]*  
**DIRECTOR OF PURCHASING**  
 DEPUTY TOWN COMPTROLLER - 6/13/2017

Approved: (As to form and/or content)

*[Signature]*

Jeffrey M. Tierney  
Deputy Commissioner  
Department of Engineering  
Dated: 6-12-17

STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss:

On the      day of                      , 2017, before me, the undersigned, a notary public in and for said state, personally appeared Douglas Tuman, Commissioner of the Department of Engineering, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF Virginia )  
~~NEW YORK~~ )  
COUNTY OF NASSAU ) ss:  
Loudoun

On the 8<sup>th</sup> day of June , 2017, before me, the undersigned, a notary public in and for said state, personally appeared Margaret McCalla, Asst Secretary of Costco Wholesale Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*[Signature]*  
Notary Public



Elaine Margaret Kohl-Fields  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #342220  
My Commission Expires  
December 31, 2021

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 A SHORT TERM PROFESSIONAL SERVICE AGREEMENT WITH WALTER OSTROSKE FOR THE OPERATION OF THE PRO SHOP AND RENDERING OF GOLF INSTRUCTION SERVICES AT THE LIDO GOLF COURSE AND DRIVING RANGE, 255 LIDO BLVD. LIDO BEACH, NY 11561

WHEREAS, the Department of Parks and Recreation has reassumed operation and management of the Lido Golf Course effective June 4, 2017 as a result of the June 3, 2017 expiration of a certain third party license agreement; and

WHEREAS, it is incumbent upon the Department of Parks and Recreation to expedite the retention of a qualified golf professional to service the golfing public's needs during the balance of the 2017 golf season at Lido Golf Course in view of the transfer of the operation and management of the Lido Golf Course in the middle of the golf season; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has determined Walter Ostroske, a "Life Member" of the Professional Golfers' Association of America, who has for many years provided the golfing public with his professional services at the Town's Merrick Golf Course facility, capable of supplying to the public adequate and proper golf professional services; and

WHEREAS, Mr. Ostroske has agreed to provide such professional golf services and pay the Town of Hempstead the sum of \$1,500.00 for the privilege of being able to provide these professional golf services at Lido Golf Course commencing as of June 18, 2017 and terminating on December 31, 2017.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and he is hereby authorized to execute a professional services agreement with Walter Ostroske for the management and operation of the golf pro shop and to further provide golf instruction services at the Lido Golf Course for a term commencing upon the signing of such agreement and terminating on December 31, 2017;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 26  
29721  
Case # 19886

**LIDO GOLF COURSE  
LIDO BEACH, NEW YORK**

**PRO SHOP AND GOLF INSTRUCTION PROFESSIONAL SERVICES  
AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that this AGREEMENT (hereinafter referred to as the "Agreement" or the "Professional Services Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_, 2017, by and between the Town of Hempstead, hereinafter called the ("Town"), a municipal corporation of the State of New York, located in the County of Nassau, acting by and through the Commissioner, hereinafter called the ("Commissioner"), of the Town of Hempstead's Department of Parks and Recreation, hereinafter called the ("Department"), having its principal office at 200 Franklin Street, Hempstead, NY 11550, and Walter Ostroske, an individual, sole proprietor and an independent contractor, with his usual place of business at 2347 Sixth Avenue, East Meadow, NY 11554 hereinafter called the ("Golf Pro").

WHEREAS, the Town is the owner of a public recreation facility known as the Lido Golf Course, an eighteen (18) hole Robert Trent Jones designed golf course located off Lido Blvd. in Lido Beach, New York, which is open to the public and which consists of, among other amenities, a Pro Shop, Putting Green and Driving Range (sometimes collectively referred to as the "Golf Course"); and

WHEREAS, it is the desire and intent of the Town and the Golf Pro that this Agreement shall constitute a Professional Services Agreement and because the parties wish to resolve any and all questions concerning the intent and purpose of this Agreement, it is hereby stated and stipulated that the Golf Pro is not a lessee of the Pro Shop and Golf Driving Range, or any part of or the whole of the Golf Course. Under this Professional Services Agreement the Golf Pro shall have the exclusive right to manage the operation of the Pro Shop and provide golf instructional services to the patrons on the Driving Range and the Golf Course (all as more particularly stipulated in this Agreement), and the Golf Pro holds no property interest, or interest which is taxable, in the real estate which makes up the Golf Course, Driving Range, and Pro Shop;

WHEREAS, the Golf Pro (a "Life Member" of the Professional Golfers' Association of America ("PGA")) desires to: (i) provide individuals with professional golf instructional services at the Golf Course; and (ii) operate the Pro Shop at the Golf Course facility;

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



ARTICLE ONE: The Town hereby grants to the Golf Pro the right and privilege to provide professional services consisting of operating in the Pro Shop for the purpose of managing the Pro Shop and providing golf instructional services to the patrons on the Driving Range and on the Golf Course and to undertake improvements as necessary and incidental for the operation and maintenance of the Pro Shop subject to all of the terms and conditions herein contained. The term of this Professional Services Agreement is approximately seven (7) months, commencing as of June 4, 2017, and ending on December 31, 2017 at midnight, provided, however, that the parties do not terminate the Agreement prior thereto either by mutual agreement or for cause.

The residents of the Town shall have the right to enter upon and enjoy the Pro Shop subject to reasonable rules and regulations adopted and from time to time amended by the Commissioner; and further subject to the control, management and maintenance of the Pro Shop by the Golf Pro in accordance with the terms and conditions of this Agreement.

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

ARTICLE TWO: The Golf Pro shall pay the Town a Professional Services Fee of \$1,500.00 as consideration for the right and privilege to operate, manage, and maintain the Pro Shop and provide golf instruction at the Golf Course. All expenses, including, but not limited to, those to manage, maintain, and improve the Pro Shop in accordance with the specifications set forth in the Agreement, except for heating, cooling, and electricity, will be the sole responsibility of and paid for by the Golf Pro.

The Golf Pro hereby agrees and covenants with the Town that he will operate, manage, supervise, and maintain the Pro Shop including any future renovation, construction, and improvements according to the terms and conditions of this Agreement, and to fully perform all obligations thereunder, in consideration of the right to perform the professional golf services at the Golf Course as set forth in this Agreement.

The Golf Pro hereby covenants and agrees to pay to the Town without notice, demand, offset or deduction, at the Town's office address, the aforementioned Professional Services Fee in two (2) equal payments of \$750.00 each made as follows: the first half payment shall be made on or before Friday, September 1, 2017; and the second half payment shall be made on or before Wednesday, November 15, 2017.

ARTICLE THREE: The Golf Pro shall provide all materials, equipment, services, labor, and any and all permits as required by federal, state, or local authorities which may be necessary to carry out the terms of this Agreement, at no cost to the Town. The Golf Pro shall provide the maintenance and cleaning services necessary to maintain the Pro Shop in good and proper condition, including any additional requirements or actions, which are

necessary and desirable to meet the demands of use, weather, pests, and disease as determined by the discretion of the Town.

ARTICLE FOUR: The Golf Pro shall operate the facility in accordance with the fees and operational hours as set forth in Exhibits D and E (annexed hereto and incorporated herein by reference) and the Commissioner may amend said hours and fees from time to time.

ARTICLE FIVE: The Golf Pro shall maintain insurance naming the Town as "additional insured," as evidenced by certificates of insurance filed with the Commissioner during the term of this Agreement in accordance with the schedule of insurance set forth in Exhibit E (attached hereto and incorporated herein by reference).

ARTICLE SIX: The Golf Pro hereby covenants and stipulates that no person shall be denied equal opportunity to use the Pro Shop, or receive Golf Instruction for the fees and rates set forth in Exhibit D, or as from time to time amended. The Golf Pro stipulates and agrees that no person, either in the Pro Shop and Golf Instruction employment process, or in the use of the Pro Shop and Golf Instruction, shall be subject to discriminatory action because of race, color, sex, creed, religion, country of national origin, age, marital status, veteran status, disability, sexual orientation, or any other characteristic protected by federal, state or local law and the Golf Pro hereby agrees that he shall hold harmless, indemnify, and defend the Town from any action or complaint relative to any such alleged discrimination and shall pay any reasonable and necessary attorney's fees actually expended by the Town in defense thereof.

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

ARTICLE EIGHT: The Golf Pro shall be solely responsible and pay for the total cost and expense of any and all improvements, construction, and renovations that may be desirable or required by the Golf Pro to perform this Agreement.

ARTICLE NINE: The Town agrees that it will pay for the total cost of all necessary heat, gas, water, electricity, and all other utilities (including refuse collection). The Golf Pro hereby represents and warrants to the Town that he is a "Life Member" of the PGA and further covenants and agrees with the Town as follows:

1. To take good care of the subject Golf Course premises that he utilizes in conjunction with his performance of this Agreement and keep them in good repair, free from filth, danger of fire or any nuisance, and return the same, at the termination hereof, in as good condition as received by or put by the Town, with usual wear and use excepted. Destruction by fire not caused by the

negligence of the Golf Pro and providential destruction shall be additionally excepted.

2. To make no alteration in the subject premises without the prior consent of the Town in writing, except ordinary repairs as aforesaid; to permit the Town or its agents to enter at all reasonable times to view the premises; to not use the premises or permit the use thereof in such manner as to make void or increase the rate of insurance thereon; and to comply with the Ordinances of the Town and the laws of the State of New York, County of Nassau and all Federal laws, and save and hold harmless the Town for, or on account of, all charges, claims, or damages for non-observance thereof, and pay any reasonable and necessary attorney's fees actually expended by Town in defense thereof.
3. Not to permit, allow, erect, hang, or display on any part of the premises any signs, billboards, advertisements, notices, or statements without the previous consent in writing of the Town.
4. At the expiration of the term hereby created, or if default be made in payment after the same is due or upon the breach of any of the covenants and agreements herein contained, the Town or its agents shall have the right to enter and take over the management of the Pro Shop and the Golf Pro agrees to deliver same, without process of law, and this Agreement shall automatically terminate. The Golf Pro shall be liable for any loss or damage to the Town for the Golf Pro's failure to comply with any of the terms hereof, and the Golf Pro hereby gives the Town a lien upon any and all property of the Golf Pro kept, or in use, upon said premises, to be enforced in like manner as a chattel mortgage, whether exempt from execution or not, for all sums due or to become due by virtue of this Agreement.

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

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

ARTICLE ELEVEN: Golf Pro acknowledges that the Town has provided no equipment, furniture, or fixtures to the Golf Pro except such which may be described in Exhibit A. It is understood that items that would normally be considered merchandise, such as golf

clubs, golf clothing, and other similar products, remain the property of the Golf Pro, unless forfeited by virtue of material breach by Golf Pro of this Agreement.

ARTICLE TWELVE: Golf Pro, as directed by, and subject to the approval of the Commissioner, shall conduct a Golf Instruction Program at the Golf Course from time to time. The program shall consist of instructional clinics with a golf tournament for the participants. Golf Pro shall cooperate with the Commissioner and interested citizens to create, establish, and conduct a quality program for the residents and youth of the Town. Fees for this Summer Instructional Program may be established, and are subject to the prior written approval of the Commissioner before implementation.

ARTICLE THIRTEEN: In the event of any deficiencies or violations of this Agreement, a ten (10) calendar day notice will be given to the Golf Pro by the Town or Commissioner to correct such deficiencies or violations. In the event that the Golf Pro fails to correct such deficiencies or violations within the ten (10) calendar day period, to the reasonable satisfaction of the Commissioner, the Town may terminate this Agreement and hold the Golf Pro liable for all reasonable costs including reasonable and necessary legal fees actually paid related to such termination and re-contracting of another golf professional, or of the Town's operation. If, due to any decision of a court of competent jurisdiction, the Town shall be directed to provide a third party with possession of the Pro Shop and Driving Range, then (a) the Town may cancel this Agreement on ten (10) calendar days written notice, (b) Golf Pro shall vacate the premises at the expiration thereof, (c) Golf Pro shall be responsible for Professional Services Fee on a prorated basis only for the time Golf Pro was able to operate under the Agreement, (d) Golf Pro waives any action against the Town, or any of its officers, agents, and employees, for damages as a result of cancellation for such reasons.

ARTICLE FOURTEEN:

1. The Golf Pro assumes all risks in the operation and maintenance under this Agreement and shall be solely responsible and answerable in damages for all injuries, torts, and accidents in person or property directly or indirectly relating to his performance of professional services hereunder. The Golf Pro hereby covenants and agrees to indemnify and hold harmless and defend the Town and the Department and their officials, employees and agents from and against any and all liabilities claims, suits, actions, losses, damages or injury to person or property, judgments, suits, costs, disbursements and expenses including, but not limited to, reasonable attorney's fees and expenses, of whatsoever kind and nature, whether direct or indirect, arising out of or relative to the operation of the Pro Shop and Golf Instruction or the carelessness, negligence, tortious acts, or improper conduct of the Golf Pro or any of his officials, employees and agents or sub-contractors and from any liability, claim, or action arising from any property owned by or in the care, custody and control of the Golf Pro, which responsibility shall not be limited to the insurance coverage herein provided. It is expressly agreed that the Commissioner, other Town officials, employees, and their agents, are not personally liable in any way under this Agreement or as to any representation pertaining to this Agreement.

2. It is further agreed that all articles, products, or services, sold, provided, offered, or used under this Agreement will be of good quality and that quality, quantity and all prices charged will be appropriate to the service provided and similar to other Town facilities where applicable.
3. The Golf Pro shall not employ or use any persons known as "hawkers," "spielers," "criers" or other noisemakers or any other means of attracting attention to the Golf Pro's services without the prior written approval of the Commissioner, nor shall the Golf Pro carry on with or upon said Golf Course premises any other operation or services other than provided for by this Agreement, or interfere with any licenses of the Town or any employee of the Town or of any third-party licensee or vendor of the Town operating at the Golf Course.
4. The Golf Pro agrees to conduct and use the Golf Course premises for no other purposes than herein stated and to equip the same at the Golf Pro's own cost and expense.
5. The space covered by the Agreement and used by the Golf Pro in the conduct of rendering his professional services shall be maintained and kept clean and in good repair within normal industry standards, and in accordance with guidelines as may be provided by the Town. The Golf Pro further agrees to surrender to the Town at the expiration or other termination of this Agreement the subject premises in at least as good a condition as when received, reasonable wear and tear, and damage by the elements, excepted.
6. In the course of performing his professional services hereunder the Golf Pro shall not use or permit the storage of any hazardous material, hazardous or toxic waste, illegal materials, illuminating oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives on any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York, on any of the licensed premises nor on, nor in, any Town property, in any buildings erected or to be erected in the premises, unless in an area and under conditions previously approved by the Golf Pro's insurance carrier in writing, and otherwise permitted and in compliance with applicable law, regulation or ordinance.
7. The Golf Pro shall at all times keep the premises covered by this Agreement in a clean, safe, and sanitary condition, and shall cleanse, deodorize, fumigate, and disinfect the same.
8. Intentionally Omitted
9. The Golf Pro agrees not to use or suffer or permit any person under its control to use in any manner whatsoever the said premises or any part thereof or any building thereon for any illegal purpose or for any purpose in violation of any federal, state, county or municipal law, ordinance, rule, order or regulation or of

any ordinance, rule or regulation of the Department; and the Golf Pro shall indemnify, defend, and hold harmless any Town official, employees and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, incurred including, but not limited to, reasonable attorneys' fees and expenses, for any violation or breach of any law, ordinance, rule, order or regulation or occasioned by any act, neglect or omission of the Golf Pro, or of his any employees, persons or occupants of said premises at his invitation.

10. The Golf Pro hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official in the operation of this Agreement; any such interference shall not relieve the Golf Pro from any obligation hereunder without the written consent of the Commissioner.
11. The Golf Pro hereby expressly waives any and all claims for indemnification and contribution, and abatement of fees due or payable to Town, and for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the gas, telephone, and electrical apparatus, heating equipment, water supply and/or sewer equipment, or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light, telephone, current, or water supply or sewer service which may occur from time to time for any cause, or for any loss of damage sustained by the Golf Pro resulting from fire, water, storm, hurricanes, tornadoes, civil commotion or riots; and the Golf Pro hereby expressly waives all rights, claims and demands and forever releases and discharges the people of the State of New York, the County of Nassau, the Town, the Department and their officers, agents, and employees from any and all demands, claims, actions and causes of action arising from any of the causes whatsoever.
12. Nothing herein contained shall constitute the Golf Pro or the Golf Pro's employees as agents or employees of the Town, it being the intention of the parties that Golf Pro is and shall remain an independent contractor of the Town and that each shall be responsible for the supervision and control of their operations, including, without limitations, supervising and controlling their own personnel if any.
13. It is expressly understood and agreed by and between the parties hereto that the officers and agents of the Town and the Department and its officers and agents are acting in a representative capacity for the Town and not for their own benefit, and that neither the Golf Pro, nor any occupant, guest or invitee shall have any claim against them or any of them as individuals in any event whatsoever.
14. The parties hereby confirm their mutual understanding that this Agreement constitutes a professional service agreement that is personal to the Golf Pro and accordingly, the Golf Pro shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to

execute such Agreement, any other person, company or corporation without the previous consent, in writing, of the Commissioner.

15. All notices and orders given to the Golf Pro may be served by mailing the same to the Golf Pro at the address hereinbefore set forth, or by delivering a copy thereof to the Golf Pro at 2347 Sixth Avenue, East Meadow, NY 11554. All notices required to be given to the Town may be served by mailing the same to Town by certified mail return receipt requested, or delivering a copy thereof to: Town of Hempstead, Department of Parks & Recreation, 200 North Franklin Street, Hempstead, NY 11550-1390, Attn: Office of the Commissioner.
16. This Agreement shall only be modified or canceled in writing, executed by the parties hereto, and approved by (1) the Commissioner and (2) the Town Comptroller as to financial safeguards, and upon such terms and conditions as may be mutually agreed upon between the Golf Pro and the Town. However, no such modification or cancellation shall be effective until so executed and approved.
17. It is expressly agreed that the Town shall have a continuing lien on all personal property of the Golf Pro which may be on the premises for any and all sums which may from time to time become and be due to the Town under the terms of this Agreement, and upon default of payment by the Golf Pro, the Town has the right to take possession of and retain the same until the full amount be paid or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy. The Golf Pro hereby appoints the Town as its attorney-in-fact for the purpose of executing a UCC-1 form concerning any such personal property, and the Town is hereby authorized to cause such a UCC-1 form to be filed in the office of the clerk of the County of Nassau.
18. The Golf Pro agrees not to remove from the Pro Shop any personal property brought thereon by the Golf Pro for the purpose of this Agreement except with the prior express written permission of the Commissioner. Upon the expiration of the term herein, if the Golf Pro has made full payment under this Agreement and carried out the terms of this Agreement, he may remove his personal property from the Pro Shop and shall do so within two (2) weeks after the end of the term herein stated. Upon failure to timely remove personal property, the Town, by its officers and agents, may cause the same to be removed and stored at the sole cost and expense of the Golf Pro and the Town shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid, and after sixty (60) days, may sell such personal property and reimburse itself for such cost and expenses of sale. During any period during which Golf Pro has not removed Golf Pro's property, the property shall be deemed to be held as a gratuitous bailment.
19. The Town reserves the right to terminate this Agreement forthwith at any time in the event of a default, breach, or violation by the Golf Pro of any of the provisions of this Agreement. If the Golf Pro or any of his employees, agents or

representatives become convicted of a felony, insolvent, bankrupt, or is not paying its debts, it shall be grounds for termination, and the Town shall have, at the Town's option, the right to call upon the Golf Pro to complete this Agreement, and hold the Golf Pro Shop responsible for damages the Town suffers together with the right to enter the premises being utilized by the Golf Pro in the course of rendering his professional services hereunder, by force or otherwise and take full possession thereof, and close the premises for such time as it may remove there from the property and any effects of the Golf Pro, and, with or without legal process, expel, oust and remove all parties who may present upon or occupy any part of the premises, and all personal property that may be thereon or therein contained, without being liable to prosecution, damage, or damages thereof, or from damage or damages to, or loss of any personal property belonging to any party upon or by reason of such removal and the Golf Pro expressly waives any and all claims for damages and loss against the Town, or its officers and agents, for or on account of any act done, or caused to be done, or their failure to do any act, in exercising this right; and the Town shall have the right to sell the said personal property so seized or removed and recover by such sale or legal process any and all sums due to the Town under the terms of this Agreement, plus, the costs and expenses, including, without limitation to legal expenses, incurred under the terms of this Agreement.

20. In the event that during the term of this Agreement the functions and duties of the Department are transferred to a new or other department of the Town, then in that event, the said new or other department will assume the functions, rights and duties of the Department hereunder.
21. The Town's failure to insist upon strict compliance of any term, condition or covenant herein contained shall not be deemed a waiver of that term, condition or covenant; nor shall any waiver in writing amendatory to the within Agreement be deemed a waiver for any date, time, place or purpose not contained within such amendatory Agreement.
22. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, unenforceable, illegal, unconstitutional or against public policy, such finding shall not affect the remainder of this Agreement, and the application if such term or provision or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected hereby and every other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
23. The Golf Pro represents and warrants that, unless exempt, he has, and or will file with the Town Clerk the verified Public Disclosure Form. The Golf Pro acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the Golf Pro shall be entitled, upon its determination that such breach has occurred, to damages, in addition to all other legal remedies.



24. The Golf Pro represents and warrants that he has not offered or given any gratuity to any official, employee or agent of the Town, New York State, or any political party, with the purpose or intent of securing favorable treatment with respect to the awarding or amending of this Agreement, or the making of any determinations with respect to the performance of this Agreement, and that Golf Pro has read and is familiar with the Town of Hempstead's Code of Ethics and Article 18 of the General Municipal Law.
25. The Golf Pro represents and warrants that he is not in arrears to the Town upon any other debt or contract and is not in default, nor has ever defaulted as a surety, contractor, licensee or otherwise, on any obligation to the Town.
26. If at any time prior to the date herein fixed as the termination of the term of this Agreement, there shall be filed by or against the Golf Pro in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Golf Pro's property, and within thirty (30) days thereof Golf Pro fails to secure a discharge thereof, or if Golf Pro makes an assignment for the benefit of creditors, or petition for or enters into an arrangement, this Agreement shall ipso facto be canceled and terminated and in which event neither Golf Pro nor any person claiming through or under Golf Pro or by virtue of any statute or of an order of any court shall be entitled to possession of the Golf Course premises, or beneficial use of or interest in this Agreement; and the Town, in addition to the other rights and remedies given hereof and by virtue of any other provision herein or elsewhere in this Agreement contained, or by virtue of any statute or rule of law, may retain as liquidated damages any monies received by the Town from Golf Pro or others on behalf of Licensee upon the execution hereof.
27. Golf Pro may use, occupy and operate the Golf Course facilities as contemplated hereunder in order to perform his professional services subject to the approval of the Commissioner, and as otherwise provided in this Agreement; Golf Pro shall not use, occupy and operate and/or permit other facilities or any part thereof for any unlawful business, use of purpose, nor for any business, use of purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Golf Pro shall promptly after the discovery of such unlawful, disreputable or extra-hazardous use, take all necessary steps legal and equitable to compel the discontinuance of such use and to oust and remove any subtenants, occupants, or other persons guilty of such unlawful, disreputable or extra-hazardous use. Golf Pro shall indemnify, hold harmless and defend the Town and its officials, employees and agents against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable counsel fees arising out of any violation or default there from.
28. Under this Agreement the Golf Pro shall have use of three (3) southern most stalls on the Driving Range to be used for the purpose of Golf Instruction only, and shall be allowed to utilize the Golf Course, by scheduling a round of golf with a

patron(s) for the purpose of giving Golf Instruction only two predetermined times a day. Those times shall be reserved as 10 am and 2 pm each day. In the event that the Golf Pro has not scheduled any lessons on either the Golf Course during the allotted hours, or on any of the Driving Range Stalls any given day, then the Town reserves the right to utilize the aforementioned resources for it's respective patrons. All applicable Town imposed fees shall apply (greens fees and golf ball token fee). When utilizing both the driving Range and the Golf Course the Licensee shall not interfere with the normal operations of the Town.

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

1. Modifications, duly executed in writing and delivered after execution of the Agreement
2. This Agreement and the Exhibits thereto.
3. Certificates of Insurance.

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

TOWN OF HEMPSTEAD

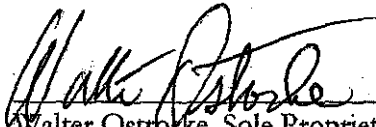
(TOWN SEAL)

Michael J. Zappolo, Commissioner

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

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

Notary Public

  
Walter Ostroske, Sole Proprietor

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

On the 9 of June 2017 before me personally came Walter Ostroske to me known, who being by me duly sworn, did depose and say that he resides at 2347 Sixth Ave, East Meadow, N.Y., 11554 and that he is the Sole Proprietor who executed the foregoing Agreement.

Notary Public



LAURA J. PINCIOTTO  
Notary Public, State of New York  
No. 01P16100924  
Qualified in Nassau County  
Commission Expires 11/03/19

## EXHIBIT A

### DESCRIPTION OF THE LIDO GOLF COURSE AND DRIVING RANGE

Lido Golf Course is an eighteen (18) hole golf course which includes among other amenities the following:

Driving Range

Clubhouse

Snack Bar

Municipal Water and Sewer

Car Parking Lot

Pro Shop

Putting Green

**EXHIBIT B**

**LIST OF EQUIPMENT INTENDED TO BE LEFT BY TOWN**

The following is a list of equipment that is to remain in as is condition, which may be used by the Golf Pro. Golf Pro will be responsible for any and all replacement or repairs as may become necessary to said equipment.

Assorted Shelving Units  
Existing Display case and Counters  
Cash Register

**EXHIBIT C**

**MINIMUM REQUIRED MAINTENANCE AND MANAGEMENT SPECIFICATIONS**

In addition to items specified in other sections of the Agreement, the Golf Pro shall perform its obligations in accordance with the following terms and conditions:

**EQUIPMENT STORAGE:**

The Golf Pro shall keep all of its equipment necessary to carry out this Agreement in good working condition at all times, and on the premises. At the termination of this Agreement, all equipment shall become the sole property of the Town. In the event that the Golf Pro becomes insolvent or is relieved of the Agreement for any of the reasons specified in this Agreement, all merchandise must remain at the Pro Shop and may be used by the Town to carry out and continue those services that the Town deems essential, for as long a period as is required by the Town, or until such time as a substitute golf professional has assumed full Pro Shop and Golf Instruction obligations.

**MAINTENANCE OF ENTIRE PRO SHOP AND GOLF INSTRUCTION:**

The Golf Pro shall professionally maintain the entire Pro Shop in an attractive and reasonable condition, satisfactory to the Commissioner.

**IMPROVEMENTS:**

The Golf Pro shall be solely responsible for and pay for the total cost of any and all proposed construction and renovations to the Pro Shop. Prior to undertaking any renovations or repairs to the Pro Shop the Golf Pro will be required to submit for approval by the Commissioner a list and or plans for any work to be performed. Under no circumstances is the Golf Pro to begin work prior to receiving approval from the Commissioner.

**MATERIALS RESPONSIBILITY OF GOLF PRO:**

This section reserved.

**GOLF PRO LIABLE FOR DAMAGES:**

The Golf Pro is solely liable for damage that is a direct result of the operations of the Golf Pro, done to the Pro Shop, the Clubhouse, and associated structures either through negligence or intent. The Golf Pro shall immediately repair, or cause to be repaired, any damage caused by persons performing services for the Golf Pro under this Agreement at the Golf Pro's sole expense. The Golf Pro shall immediately notify

the Commissioner in writing of any event, which must be reported to any authority according to any law or ordinance.

#### EMPLOYEE BEHAVIOR AND DRESS:

All of the Golf Pro's personnel must be uniformed in suitable work clothes of neat appearance. Courteous behavior by the Golf Pro and all of his personnel to the public will be required at all times. The Golf Pro will take necessary action to discipline or terminate employees whose behavior is found to be unacceptable to the Commissioner.

#### RIGHT TO CLOSE THE PRO SHOP AND GOLF INSTRUCTION:

With the prior written approval of the Commissioner, the Golf Pro has the right to close the Pro Shop and Golf Instruction or any part thereof, to make repairs, and shall, with or without the Commissioner's written permission, close those areas that, because of hazardous conditions, threaten the safety of the public.

#### DRIVING RANGE

The Golf Pro agrees and understands that he is gaining access to [three (3)] driving range stalls located on the [southern portion] of the driving range, and may, based upon availability, use an additional two (2) stalls that are to be utilized by the Golf Pro for instruction. The Golf Pro further understands and agrees that all applicable rules, regulations, and fees as may exist or be promulgated by the Commissioner shall apply to the Pro Shop.

#### ADVERTISING

The Golf Pro agrees to submit for prior written approval to the Commissioner all advertising such as signs, flyers, etc., and will only utilize those items and methods that receive such written approval from the Commissioner. The Commissioner shall review and approve all advertising and promotion copy in a timely manner.

#### DESIGNEE:

The Commissioner may appoint a designee to monitor and enforce the terms of this Agreement.

#### PRO SHOP AND GOLF INSTRUCTION

1. The Golf Pro shall operate a Pro Shop and that sells good quality golf apparel and equipment to the public.
2. The Golf Pro shall retain the services of one or more "Class A" or above golf professionals as certified by the Professional Golfers Association (PGA) who have a minimum of three (3) years experience or its equivalent and is satisfactory to the Commissioner. The Golf Pro and/or golf professionals may retain lesson fees received

from persons utilizing the services of the golf professional in accordance with Schedule D attached, which is subject to change when approved by the Commissioner.

3. All persons employed by the Golf Pro shall treat golfers and the general public in a courteous and helpful manner and render any assistance that is reasonably requested.
4. The Golf Pro shall immediately report any medical or other emergencies or other incidents that develop, to the proper authorities and shall, as soon as reasonable, provide a written report to the Commissioner of any such emergency or incident.
5. The Golf Pro shall regularly consult with the Commissioner and provide recommendations for improving the services provided to the public. The Golf Pro shall, from time-to-time, attend Commissioner meetings and golf association meetings, to address concerns of players or the Commissioner.
6. The Golf Pro shall verify that all persons utilizing the Pro Shop and Golf Instruction have paid the proper fees.



**EXHIBIT D**

**FEE SCHEDULE**

Driving Range and Golf Course Fees will be determined by the Commissioner and will be competitive with other area municipal golf courses. Although rates can change at the sole discretion of the Commissioner, the following are current rates are being charged and apply. [NOTE: DISCUSS WITH COMMISSIONER]

**Applicable Town Of Hempstead Fees**

<u>Weekday Rates</u>	
District Resident	\$15.50
Non-District Resident	\$18.00
District Resident Senior/Veteran	\$ 7.75
Non-District Resident Senior/Veteran	\$ 9.00
Guest with resident	\$24.00
<u>Weekend &amp; Holiday Rates</u>	
District Resident	\$18.00
Non-District Resident	\$20.00
District Resident Senior/Veteran	\$ 9.00
Non-District Resident Senior/Veteran	\$10.00
Guest with resident	\$30.00
<u>Bucket of Golf Balls for Seniors</u>	\$ 6.25
<u>Bucket of Golf Balls, Others.</u>	\$ 7.25

**Applicable Licensee Instruction Fees**

<u>One half hour on Driving Range</u>	\$ <u>60.00</u>
<u>One Hour on Driving Range</u>	\$ <u>120.00</u>
<u>One half hour on Course</u>	\$ <u>60.00</u>
<u>One Hour on Course</u>	\$ <u>120.00</u>
<u>Full round on Course</u>	\$ <u>250.00</u>
<u>Other ( clinic rates based on number of participants)</u>	\$ _____

**EXHIBIT E**

**HOURS OF GOLF SHOP OPERATIONS**

June	6:30 AM - 7:00 PM
July	6:30 AM - 7:00 PM
August	6:30 AM - 7:00 PM
September	6:30 AM - 7:00 PM
October	8:00 AM - 5:30 PM
November	9:00 AM - 4:00 PM
December	No Regular Hours

The Golf Course will be open from 6:30 AM to dusk. Golf Pro shall be responsible for keeping a staff person on-duty until the last golf carts are returned to the Pro Shop and Golf Instruction.

During the month of December the Pro Shop and Golf Instruction may be open at the Golf Pro's discretion. However, the Golf Pro will be required to inform the Commissioner at least two weeks in advance of any scheduled or anticipated closures. Under no circumstances will use of greens be permitted during winter months. The Department reserves the right to close the Golf Course if it reasonably believes play will cause damage.

**EXHIBIT F**

**INSURANCE**

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

- A. Commercial General Liability Insurance including contractual coverage, in an amount not less than one million dollars (\$2,000,000/\$3,000,000) combined limit for bodily injury and property damage per occurrence.
  
- B. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than three hundred thousand dollars (\$300,000) combined single limit for bodily injury and property damage per occurrence.
  
- C. Worker's Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law Sec. 108, this Agreement shall be void and of no effect unless the Licensee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.
  
- D. Product Liability and Liquor Law Liability Insurance with not less than a combined single limit of one million dollars (\$1,000,000) per occurrence, if alcoholic beverages are to be sold.
  
- E. Corporate Excess Liability (Umbrella) in the amount of five million dollars (\$5,000,000).

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

All policies providing coverage shall be issued by insurance companies acceptable to the Town. Golf Pro shall furnish to the Town certificates of insurance or, on request, original policies, and evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance (and of any automobile liability insurance), said certificates shall name the Town as an "additional insured". All such certificates or other evidence of insurance shall provide for the Town of Hempstead to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies and

notices shall be mailed to the Department at its address specified this Agreement or at such other address of which the Town shall give the Golf Pro notice in writing. All policies are to be written with an insurance company that is regulated by the State of New York's Insurance Department and is acceptable to the Commissioner.

1

APPROVED

*Christ H. Lyburt*  
**DIRECTOR OF PURCHASING**  
DEPUTY TOWN COMPTROLLER - 6/13/17

APPROVED

By Kevin R. Conroy Date 6/13/17  
*Kevin R. Conroy*  
**KEVIN R. CONROY CPA**  
TOWN COMPTROLLER

APPROVED

*James J. DiMeola*  
Commissioner  
Dept. Parks & Recreation  
Date 6/12/17

APPROVED AS TO FORM

*Charles O. Heine*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 6/12/17

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A SIXTH AMENDMENT TO THE SOLID WASTE SERVICE AGREEMENT BETWEEN COVANTA HEMPSTEAD COMPANY (HEREINAFTER "THE COMPANY"), THE TOWN OF HEMPSTEAD AND THE TOWN BOARD OF THE TOWN OF HEMPSTEAD ON BEHALF OF THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT (HEREINAFTER JOINTLY REFERRED TO AS THE "TOWN")

WHEREAS, the Town and the Company are currently parties to a Service Agreement, dated as of December 11, 2007 as amended by that certain First Amendment of the Service Agreement dated as of August 4, 2009, and as amended by a Second Amendment of the Service Agreement dated as of April 23, 2013, and as amended by a Third Amendment of the Service Agreement dated May 23, 2014, and as amended by a Fourth Amendment of the Service Agreement dated March 25, 2015 and as amended by the Fifth Amendment of the Service Agreement dated July 1, 2016 (hereinafter the "Service Agreement"); and

WHEREAS, pursuant to the terms of the Service Agreement, the Town is authorized to deliver for disposal in a Contract Year up to the Maximum Annual Tonnage of Acceptable Waste to the Company's mass burn resource recovery facility located at 600 Merchants Concourse, Westbury, New York; and

WHEREAS, the Service Agreement contains provisions which address the delivery of tonnages in excess of Maximum Annual Tonnage as well as the Service Fee for same; and

WHEREAS, the parties desire to relax the applicability of the Maximum Annual Tonnage and to modify the Service Fee paid by the Town for tons delivered to the Facility in excess of 420,000 tons for the contract year ending August 31, 2017; and

WHEREAS, for all tons delivered in excess of the Maximum Annual Tonnage the Town shall pay a Supplemental Waste Service Fee of \$67.00 per ton to the Company; and

WHEREAS, the Town and the Company wish to document such agreement and enter into said Fifth Amendment to the Service Agreement; and

WHEREAS, it is in the best interest of the residents of the Town to authorize the Supervisor to execute a Fifth Amendment to the Service Agreement with Covanta Hempstead Company as outlined above;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Sanitation be and hereby is authorized to execute said Sixth Amendment to the Service Agreement on behalf of the Town of Hempstead and the Town Board on behalf of the Town of Hempstead Refuse Disposal District with the Covanta Hempstead Company, a New York general partnership with offices at 40 Lance Road, Fairfield, New Jersey, and

BE IT FURTHER

Item # 27  
Case # 17083

RESOLVED, that all monies payable by the Town under said Service Agreement be made and paid out of Refuse Disposal District Contract Disposal Fees Account Number 301-006-0301-4570.

The foregoing was adopted upon roll call as follows:

AYES:

NOES:



Powering Today. Protecting Tomorrow.

Covanta Hempstead Company  
600 Merchants Concourse  
Westbury, NY 11590  
Tel 516 683 5400  
Fax 516 683 1413

April 6, 2017

The Town of Hempstead and  
The Town Board of Hempstead on behalf of  
The Town of Hempstead Refuse Disposal District  
c/o Kenneth Pritchard  
Commissioner of Sanitation  
1600 Merrick Road  
Merrick, NY 11566-4596

**Re: Sixth Amendment to Solid Waste Service Agreement among Covanta  
Hempstead Company and the Town of Hempstead and the Town of Hempstead  
Refuse Disposal District (this "*Sixth Amendment*")**

Ladies and Gentlemen:

We refer to the Service Agreement dated as of December 11, 2007, among Covanta Hempstead Company (the "*Company*"), a New York general partnership, and the Town of Hempstead, New York, a municipal corporation of the State of New York and the Town Board of Hempstead on behalf of the Town of Hempstead Refuse Disposal District (collectively, the "*Town*"), as amended by those certain First, Second, Third, Fourth and Fifth Amendments to the Service Agreement dated as of August 4, 2009, April 23, 2013, May 23, 2014, March 25, 2015 and July 1, 2016, respectively (the "*Service Agreement*"). For purposes of this Sixth Amendment, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Service Agreement.

Subject to the terms of the Service Agreement, the Town is authorized to deliver for disposal in a Contract Year up to the Maximum Annual Tonnage of Acceptable Waste to the Company's mass burn resource recovery facility located at 600 Merchants Concourse, Westbury, New York 11590 (the "*Facility*"). The Town may also increase the Annual Tonnage pursuant to section 4.03 of such Agreement. The Service Fee per Ton paid by the Town is defined in Article 5.

Notwithstanding the foregoing, the Company and the Town have agreed for the Contract Year ending on August 31, 2017, (i) to relax the applicability of the Maximum Annual Tonnage, and (ii) to modify the Service Fee paid by the Town for Tons Delivered To the Facility in excess of 420,000 Tons.

The Town and the Company now wish to document such agreement and hereby agree and amend the Service Agreement as follows:

1. For the Contract Year ending August 31, 2017, the Town may exceed the applicable Maximum Annual Tonnage in the Service Agreement (which is 420,000 Tons for the Contract Year ending August 31, 2017) and deliver additional Acceptable Waste ("**Supplemental Acceptable Waste**") to the Facility up to an additional 15,000 Tons in such period, subject to the following provisions of this Sixth Amendment and otherwise subject to the provisions of the Service Agreement:
  - a) Notwithstanding anything to the contrary in Article V of the Service Agreement, for each Ton of Supplemental Acceptable Waste delivered by the Town to the Facility and accepted by the Company on or before August 31, 2017, the Town shall pay a "**Supplemental Waste Service Fee**" of \$67.00 to the Company for the Supplemental Acceptable Waste.
  - b) Invoicing and payment for Acceptable Waste Delivered To the Facility by the Town in excess of Maximum Annual Tonnage pursuant to this Sixth Amendment shall be in accordance with Section 5.01 of the Service Agreement (*i.e.*, on a Billing Period cycle).
2. This Sixth Amendment shall not alter the Company's obligation to pay to the Town the Host Fees under Article III of the Service Agreement.
3. If any provision of this Sixth Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Sixth Amendment or of the Service Agreement, which shall be enforced as if such invalid and unenforceable provision had not been contained herein.
4. Except as specified herein for the purposes of this Sixth Amendment, the terms of the Service Agreement shall remain in full force and effect.

If the foregoing correctly sets forth our agreement and the modifications to the Service Agreement upon which we have agreed, kindly indicate your agreement thereto in the spaces indicated below, whereupon this letter shall constitute a binding Sixth Amendment to the Service Agreement. The parties agree that this Sixth Amendment may be executed in any number of



counterparts, which together will constitute a fully-executed agreement as though all signatures appeared on each counterpart.

Sincerely,

COVANTA HEMPSTEAD COMPANY

By: [Signature]  
Name: Richard J. Sandner  
Title: VP, General Mgr - NY/NJ

ACCEPTED AND AGREED TO:  
THE TOWN OF HEMPSTEAD

By: [Signature]  
Name: KENNETH J. REICHERD  
Title: COMMISSIONER OF SANITATION  
Date: APRIL 14, 2017

**APPROVED**  
[Signature]  
COMMISSIONER OF SANITATION

TOWN BOARD OF HEMPSTEAD ON BEHALF OF  
TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT

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

As to Available Funds  
**APPROVED**  
By: [Signature] Date: 5/15/17  
[Signature]  
KEVIN R. CONROY  
TOWN COMPTROLLER  
5/15/17  
MICHAEL J. CARROLL  
COMPTROLLER'S OFFICE  
BUDGET DIVISION  
5/17/17

compliant w/ GML 103  
 compliant w/ TOH Guidelines  
 not subject to GML or Guidelines  
[Signature]  
Director of Purchasing

**APPROVED AS TO FORM**  
[Signature]  
CHIEF DEPUTY TOWN ATTORNEY  
5/16/17

**ACKNOWLEDGMENTS**

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF Middlesex )

On the 6 day of April in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Sandler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within agreement, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person(s) or entity(ies) on behalf of which the individual acted, executed the instrument.

**ELIZABETH MERLUCCI**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Comm. # 50047335**  
**My Commission Expires 10/7/2021**

Elizabeth Merlucci  
Notary Public

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

On the \_\_\_ day of \_\_\_\_\_ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within agreement, and acknowledged to me that she executed the same in her capacity on behalf of the Town of Hempstead and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District, and that by her signature on the instrument, the Town of Hempstead and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District executed the instrument.

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

**DISCLOSURE**

**COVANTA HEMPSTEAD COMPANY**

**OWNERSHIP**

Covanta Hempstead Company, a New York general partnership, is a wholly-owned, indirect subsidiary of Covanta Holding Corporation, a publicly traded company on the New York Stock Exchange, with a listed symbol "CVA". To the knowledge of the undersigned, no single individual owns more than 5% of the outstanding equity in Covanta Holding Corporation.

By: Kirk J. Bily

Name: Kirk J. Bily

Title: Vice President & Deputy G.C.

Date: March 13, 2017

CASE NO.

RESOLUTION NO.

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN LAND, BEING A PORTION OF THE NORTHERLY EXTENSION OF LYNBROOK AVENUE, POINT LOOKOUT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, TO THE LIDO AND POINT LOOKOUT FIRE DISTRICT.

WHEREAS, the Lido and Point Lookout Fire District wishes to purchase a parcel of land, hereinafter more fully described, constituting a portion of the northerly extension of Lynbrook Avenue, Point Lookout, Town of Hempstead, Nassau County, New York; and

WHEREAS, the subject parcel is in the bed of the subject mapped street; and

WHEREAS, the subject portion of the mapped street has never been accepted by the Town of Hempstead or maintained by the Highway Department of the Town of Hempstead; and

WHEREAS, the Commissioner of the Department of Highway of the Town of Hempstead recommends that the Town of Hempstead convey to the Lido and Point Lookout Fire District whatever right, title or interest, subject to the rights of others (if any), the Town may have in the subject portion of the mapped street; and

WHEREAS, this Town Board believes same to be in the public interest; NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to convey to the Lido and Point Lookout Fire District, subject to the rights of others (if any), whatever right, title and interest the Town may have in that certain parcel of land, being a portion of a mapped street known as the northerly extension of Lynbrook Avenue, Point Lookout, Town of Hempstead, Nassau County, New York, designated as Section 61, Block 57, and Lot 21 on the Nassau County Land and Tax Map and more particularly bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly side of Bayside Drive and the westerly side of Lynbrook Avenue, as shown on a map entitled, "Map No. 3 (including Map No. 2) Point Lookout Beach, Long Beach, Nassau County, New York, property of Lookout Point, Inc., #1 West Park Avenue, Long Beach, New York. This map extends and amends in certain particulars Map No. 655, filed July 25, 1928, Map No. 1148, filed August 26, 1932 and Map No. 1151, filed September 10, 1932, Stewart & Farnham, Inc., Civil Engineers and Surveyors, Long Beach, New York, dated May 3<sup>rd</sup>, 1933", and filed as Map No. 1145 in the Office of the Clerk of the County of Nassau on July 16<sup>th</sup>, 1933;

RUNNING THENCE north 19 degrees 27 minutes 45 seconds west, 100.00 feet to the established bulkhead line of Reynolds Channel;

THENCE north 70 degrees 32 minutes 15 seconds east, 50.00 feet along the established bulkhead line of Reynolds Channel;

THENCE south 19 degrees 27 minutes 45 seconds east, 100.00 feet to the northerly side of Bayside Drive, as shown on said map;

Item # 28

Case # 29722

THENCE south 70 degrees 32 minutes 15 seconds west, along the northerly side of Bayside Drive, 50.00 feet to the point or place of BEGINNING.

and, BE IT FURTHER

RESOLVED, that this resolution shall become effective thirty (30) days from the date of its adoption, unless there be filed with the Town Clerk within thirty (30) days from the date of the adoption hereof, a petition substantiated and acknowledged by such persons and in such manner as required by law, protesting this resolution and requesting that it be submitted to the qualified electors of the districts affected, for their approval or disapproval, which procedure is commonly termed a permissive referendum; and, BE IT FURTHER

RESOLVED that the Town Clerk be directed to post and publish a public notice, within ten (10) days after the adoption of this resolution, pursuant to Section 90 of the Town Law of the State of New York.

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

AYES:

NOES:

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

Item # 29  
Case # 7

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. 48-2017, 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 July 11, 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. 48-2017, 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 # 30

Case # 29715

**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 11<sup>th</sup> day of July, 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 location:

BELLMORE  
Section 202-15

THIRD PLACE (TH 180/17) South Side - TWO HOUR  
PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS  
and HOLIDAYS - starting at a point 30 feet east of the east  
curbline of Bedford Avenue, east for a distance of 112 feet.

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

BELLMORE  
Section 202-15

THIRD PLACE (TH 287/87) South Side - TWO HOUR  
PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS  
and HOLIDAYS - starting at a point 30 feet east of the east  
curbline of Bedford Avenue, east for a distance of 108 feet.  
(Adopted 8/25/87)

THIRD PLACE (TH 287/87) South Side - TWO HOUR  
PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS  
and HOLIDAYS - starting at a point 164 feet east of the east  
curbline of Bedford Avenue, east for a distance of 32 feet.  
(Adopted 8/25/87)

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 20, 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 location:

BELLMORE  
Section 202-15

THIRD PLACE (TH 180/17) South Side - TWO HOUR  
PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS  
and HOLIDAYS - starting at a point 30 feet east of the east  
curbline of Bedford Avenue, east for a distance of 112 feet.

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

BELLMORE  
Section 202-15

THIRD PLACE (TH 287/87) South Side - TWO HOUR  
PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS  
and HOLIDAYS - starting at a point 30 feet east of the east  
curbline of Bedford Avenue, east for a distance of 108 feet.  
(Adopted 8/25/87)

THIRD PLACE (TH 287/87) South Side - TWO HOUR  
PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS  
and HOLIDAYS - starting at a point 164 feet east of the east  
curbline of Bedford Avenue, east for a distance of 32 feet.  
(Adopted 8/25/87)

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. 49-2017, 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 July 11, 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. 49-2017, 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 # 31

Case # 29716

**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 11<sup>th</sup> day of July, 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:

- |                       |  |
|-----------------------|--|
| BELLMORE              | THIRD PLACE (TH 180/17) South Side - NO PARKING ANYTIME - starting at a point 142 feet east of the east curbline of Bedford Avenue, east for a distance of 54 feet.          |
| ELMONT                | ELMONT ROAD (TH 187/17) West Side - NO STOPPING ANYTIME - starting at the north curbline of 116 <sup>th</sup> Road north for a distance of 173 feet.                         |
| (NR) ROCKVILLE CENTRE | CHESTNUT STREET (TH 155/17) East Side - NO STOPPING ANYTIME - starting at a point 140 feet north of the east curbline of Merrick Road, then north for a distance of 40 feet. |

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

- |          |  |
|----------|--|
| BELLMORE | THIRD PLACE (TH 287/87) SouthSide - NO STOPPING ANYTIME - staring at a point 138 feet east of the east curbline of Bedofrd Avenue, east for a distance of 26 feet. (Adopted 8/25/87) |
| ELMONT   | ELMONT ROAD (TH 432/92) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of 116 <sup>th</sup> Road, north for a distance of 30 feet. (Adopted 7/13/93)        |

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 20, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

## Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirty-six of two thousand seventeen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE	THIRD PLACE (TH 180/17) South Side - NO PARKING ANYTIME - starting at a point 142 feet east of the east curblineline of Bedford Avenue, east for a distance of 54 feet.
ELMONT	ELMONT ROAD (TH 187/17) West Side - NO STOPPING ANYTIME - starting at the north curblineline of 116 <sup>th</sup> Road north for a distance of 173 feet.
(NR) ROCKVILLE CENTRE	CHESTNUT STREET (TH 155/17) East Side - NO STOPPING ANYTIME - starting at a point 140 feet north of the east curblineline of Merrick Road, then north for a distance of 40 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirty-six of two thousand seventeen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE	THIRD PLACE (TH 287/87) South Side - NO STOPPING ANYTIME - starting at a point 138 feet east of the east curblineline of Bedford Avenue, east for a distance of 26 feet. (Adopted 8/25/87)
ELMONT	ELMONT ROAD (TH 432/92) West Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of 116 <sup>th</sup> Road, north for a distance of 30 feet. (Adopted 7/13/93)

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

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 50-2017, 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 July 11, 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. 50-2017, 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 # 32

Case # 29717

**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 11<sup>th</sup> day of July, 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:

**BALDWIN**

**CENTRAL AVENUE (TH 160/17) STOP** - all traffic traveling eastbound on Church Street shall come to a full stop.

**CENTRAL AVENUE (TH 160/17) STOP** - all traffic traveling westbound on Church Street shall come to a full stop.

**SCHREIBER PLACE (TH 163/17) STOP** - all traffic traveling westbound on McKinley Street shall come to a full stop.

**SCHREIBER PLACE (TH 163/17) STOP** - all traffic traveling westbound on Hayes Street shall come to a full stop.

**SCHREIBER PLACE (TH 163/17) STOP** - all traffic traveling westbound on Van Buren Street shall come to a full stop.

**SCHREIBER PLACE (TH 163/17) STOP** - all traffic traveling eastbound on Vivian Court shall come to a full stop.

**CEDARHURST**

**OAKLAND AVENUE (TH 175/17) STOP** - all traffic approaching eastbound on Redwood Drive shall come to a full stop.

**OAKLAND AVENUE (TH 175/17) STOP** - all traffic approaching westbound on Redwood Drive shall come to a full stop.

**OAKLAND AVENUE (TH 175/17) STOP** - all traffic approaching eastbound on Cedarwood Drive shall come to a full stop.

**OAKLAND AVENUE (TH 175/17) STOP** - all traffic approaching westbound on Cedarwood Drive shall come to a full stop.

**NORTH MERRICK**

**NOEL COURT (TH 142/17) STOP** - all traffic traveling northbound on Amend Drive 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 20, 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 "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:

BALDWIN

CENTRAL AVENUE (TH 160/17) STOP - all traffic traveling eastbound on Church Street shall come to a full stop.

CENTRAL AVENUE (TH 160/17) STOP - all traffic traveling westbound on Church Street shall come to a full stop.

SCHREIBER PLACE (TH 163/17) STOP - all traffic traveling westbound on McKinley Street shall come to a full stop.

SCHREIBER PLACE (TH 163/17) STOP - all traffic traveling westbound on Hayes Street shall come to a full stop.

SCHREIBER PLACE (TH 163/17) STOP - all traffic traveling westbound on Van Buren Street shall come to a full stop.

SCHREIBER PLACE (TH 163/17) STOP - all traffic traveling eastbound on Vivian Court shall come to a full stop.

CEDARHURST

OAKLAND AVENUE (TH 175/17) STOP - all traffic approaching eastbound on Redwood Drive shall come to a full stop.

OAKLAND AVENUE (TH 175/17) STOP - all traffic approaching westbound on Redwood Drive shall come to a full stop.

OAKLAND AVENUE (TH 175/17) STOP - all traffic approaching eastbound on Cedarwood Drive shall come to a full stop.

OAKLAND AVENUE (TH 175/17) STOP - all traffic approaching westbound on Cedarwood Drive shall come to a full stop.

NORTH MERRICK

NOEL COURT (TH 142/17) STOP - all traffic traveling northbound on Amend Drive 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:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 51-2017, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on July 11, 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. 51-2017, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 33

Case # 29718

**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 11<sup>th</sup> day of July, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following locations:

**INWOOD**

DONAHUE AVENUE (TH 181/17) South Side - NO RIGHT TURN 8 AM to 4 PM SCHOOL DAYS - all motorists shall be prohibited from making a right turn 8 AM to 4 PM school days onto Donahue Avenue from Sheridan Boulevard.

DONAHUE AVENUE (TH 181/17) North Side - NO LEFT TURN 8 AM to 4 PM SCHOOL DAYS - all motorists shall be prohibited from making a left turn 8 AM to 4 PM school days onto Donahue Avenue from Mott Avenue.

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 20, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirty-seven of two thousand seventeen is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

INWOOD

DONAHUE AVENUE (TH 181/17) South Side - NO RIGHT TURN 8 AM to 4 PM SCHOOL DAYS - all motorists shall be prohibited from making a right turn 8 AM to 4 PM school days onto Donahue Avenue from Sheridan Boulevard.

DONAHUE AVENUE (TH 181/17) North Side - NO LEFT TURN 8 AM to 4 PM SCHOOL DAYS - all motorists shall be prohibited from making a left turn 8 AM to 4 PM school days onto Donahue Avenue from Mott Avenue.

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

CASE NO. 29719

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A  
PROPOSED LOCAL LAW TO AMEND SECTION  
197-2 OF THE CODE OF THE TOWN OF HEMPSTEAD  
TO INCLUDE "U-TURNS PROHIBITED" 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 197-2 of the Code of the Town of Hempstead entitled "U-TURNS PROHIBITED"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 52-2017, Print No. 1 to amend the said Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on July 11, 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. 52-2017, Print No. 1, to amend Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" 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 #

34

Case #

29719

**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 11<sup>th</sup> day of July, 2017, at 10:30 o'clock in the forenoon 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:

WOODMERE

CHURCH AVENUE (TH 193/17) NO U-TURN - all motorists shall be prohibited from making U-Turns on Church Ave. between Peninsula Blvd. and Ibsen St.

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 20, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "U-TURNS PROHIBITED" 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 two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number one hundred ten of two thousand sixteen is hereby amended by including therein "U-TURNS PROHIBITED" at the following location:

WOODMERE

CHURCH AVENUE (TH 193/17) NO U-TURN - all motorists shall be prohibited from making U-Turns on Church Ave. between Peninsula Blvd. and Ibsen St.

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

CASE NO. 29492

RESOLUTION NO.

Adopted: July 11, 2017

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL  
LAW TO AMEND CHAPTER 99 OF THE CODE OF THE TOWN  
OF HEMPSTEAD, IN RELATION TO THE REGISTRATION AND  
PERMITTING OF PROPERTY WITHIN THE TOWN OF  
HEMPSTEAD

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

WHEREAS, it is in the public interest to consider the  
enactment of a local law to amend Chapter 99 of the Code of  
the Town of Hempstead, in relation to the registration and  
permitting of property within the Town of Hempstead; and

WHEREAS, \_\_\_\_\_ has introduced the  
proposed local law known as Intro. No. 57-2017 Print No. 1,  
as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town  
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,  
Village and Town of Hempstead, New York on the 11<sup>th</sup> day of  
July, 2017 at 10:30 o'clock in the forenoon of that day at  
which time all interested persons shall be heard on the  
enactment of a local law known as Intro. No. 57-2017, Print  
No. 1, to amend Chapter 99 of the Code of the Town of  
Hempstead, in relation to the registration and permitting  
of property within the Town of Hempstead; and, BE IT  
FURTHER

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

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

35

Case #

29492

NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 11<sup>th</sup> day of July, 2017, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 99 of the Code of the Town of Hempstead, in relation to the registration and permitting of property within the Town of Hempstead.

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

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

Dated: Hempstead, New York  
June 20, 2017

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

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk



Town of Hempstead

A local law to amend Chapter 99 of the Code of the Town of Hempstead, in relation to the registration and permitting of property within the Town of Hempstead.

Introduced by:

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

Section 1. Chapter 99 of the code of the town of Hempstead, as constituted by ordinance number ninety two of two thousand sixteen, adopted October fifth, two thousand sixteen, hereby is amended insofar as to henceforth read as follows:

Chapter 99  
Registration and Permitting of Property

**Article I. Vacant Building Registry**

**§ 99-1. Intent and purpose.**

It is the finding of the Town Board that buildings which remain vacant, with access points boarded over, are unsightly, unsafe and have a negative effect on their surroundings. This is particularly troublesome in residential and neighborhood commercial neighborhoods. Unfortunately, many buildings, once boarded, remain that way for many years. The purpose of this chapter is to establish a program for identifying and registering vacant buildings; to determine the responsibilities of owners of vacant buildings and structures; and to speed the rehabilitation of the vacant properties. Buildings which become vacant due to foreclosure or that are vacant when foreclosed upon present additional problems. It is often more difficult to secure compliance with this chapter when the property is owned by a bank or mortgage company located in another jurisdiction. As the number of vacant properties increases due to foreclosure, the maintenance of vacant buildings becomes even more critical.

**§ 99-2. Definitions.**

In addition to the definitions of this Town Code, the following special definitions are applicable to this Article. In the event of conflict, the following definitions shall be controlling:

**ENFORCEMENT OFFICER**

A duly authorized representative of the Town of Hempstead empowered with enforcement authority under § 2-1 of the Town Code.

OWNER

Those shown to be the owner or owners on the records of the Nassau County Clerk's Office, those identified as the owner or owners on a vacant building registration form, a mortgagee in possession, a mortgagor in possession, assignee of rents, receiver, executor, trustee, lessee, other person, firm or corporation in control of the premises, a duly authorized agent(s), or a mortgagee that has filed an action in foreclosure on the particular premises at issue, until title to the premises is transferred to a third party. Any such person shall have a joint and several obligation for compliance with the provisions of this chapter.

SECURED BY OTHER THAN NORMAL MEANS

A building secured by means other than those used in the design of the building.

UNOCCUPIED

A building which is not being used for an occupancy authorized by the owner.

UNSECURED

A building or portion of a building which is open to entry by unauthorized persons without the use of tools or ladders.

VACANT BUILDING

A building or portion of a building which is:

A.

Unoccupied and unsecured;

B.

Unoccupied and secured by other than normal means;

C.

Unoccupied and an unsafe building as determined by the Department of Buildings;

D.

Unoccupied and has multiple housing or building code violations;

E.

Illegally occupied;

F.

Unoccupied for a period of time over 365 days, and during which time the enforcement officer has issued an order to correct code violations.

**§ 99-3. Registration required; fees.**

A.

The owner shall register with the Department of Buildings not later than 30 days after any building in the Town of Hempstead becomes a vacant building or not later than 30 days after being notified by the Department of Buildings of the requirement to register. The Building Department may identify vacant buildings through its routine inspection process as well as through notification by residents, neighborhood associations and other community groups that a building may be eligible for inclusion on the registry.

B.

The registration shall be submitted on forms provided by the Department of Buildings and shall

include the following information supplied by the owner:

(1)

A description of the premises.

(2)

The names, addresses, copy of driver's licenses, and telephone numbers of the owner or owners.

(3)

If the owner does not reside in Nassau County or any adjoining county, the name, address, copy of driver's license, and telephone number of any third party with whom the owner has entered into a contract or agreement for property management.

(4)

The names and addresses of all known lienholders and all other parties with an ownership interest in the building.

(5)

A telephone number where a responsible party can be reached at all times during business and nonbusiness hours.

(6)

A vacant building plan as described in Subsection C.

(7)

Provide an undertaking to the Town of Hempstead in the form of cash or certified funds acceptable to the Town Attorney, in the sum of \$25,000 for residential property or \$35,000 for commercial property, in order to secure the continued maintenance of the property throughout its vacancy and reimburse the Township for any expenses incurred in inspecting, remediating, or securing such property when such property is not in compliance with this chapter. Any undertaking posted pursuant to Chapter 128 of the Town Code shall satisfy this requirement.

(8)

Incomplete registration forms will not be accepted, and if the lack of compliance results in nonregistration of the building, the owner can be prosecuted under § 99-7.

C.

The owner shall submit a vacant building plan which must meet the approval of the Building Department. The plan, at a minimum, must contain information from one of the following three choices for the property:

(1)

If the building is to be demolished, a demolition plan indicating the proposed time frame for demolition and the proposed time frame for any necessary permitting through the Town of Hempstead.

(2)

The owner and subsequent owners shall keep the building secured and safe and the building and ground properly maintained and monitored as provided in Chapter 90, Chapter 95, and Chapter 128 of the Town Code.

(3)

If the building is to be returned to appropriate occupancy or use, a rehabilitation plan for the property. The rehabilitation plan shall not exceed 365 days, unless the Commissioner of Buildings grants an extension upon receipt of a written statement from the owner detailing the reasons for the extension. If no building permit has been applied for within the 365 days, the Enforcement Officer will send written notification to the owner of the lack of compliance with § 99-3C. The owner will be required to file an extension with a revised rehabilitation plan and reasons for noncompliance. Failure to respond may result in prosecution as prescribed in § 99-7. Any repairs, improvements or alterations to the property must comply with any applicable zoning, housing, historic preservation or building codes and the structure must remain secured, if applicable, during the rehabilitation.

D.

All applicable laws and codes shall be complied with by the owner. The owner shall notify the Enforcement Officer of any changes in information supplied as part of the vacant building registration within 30 days of the change. If the plan or timetable for the vacant building is revised in any way, the revisions must be in writing and must meet the approval of the Enforcement Officer.

E.

The owner and subsequent owners shall keep the building secured and safe and the building and ground properly maintained and monitored at all times.

F.

Failure of the owner or any subsequent owners to maintain the building and premises that results in remedial action taken by the Town of Hempstead shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by the law.

G.

The new owners shall register or re-register the vacant building with the Department of Buildings within 30 days of any transfer of an ownership interest in a vacant building. The new owners shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the Commissioner.

H.

Vacant building fees.

(1)

The owner of a vacant building shall pay an annual fee as set forth in Subsection H(2) for the period the building remains a vacant building. The fee shall be reasonably related to the administrative costs for registering and processing the vacant

building owner registration form and for the costs of the Town in monitoring and inspecting the vacant building site. Vacant building registration fees will not be accepted until an application is complete.

(2)

The first-year annual fee shall be \$500 and shall be paid no later than 30 days after the building becomes vacant. If the fee is not paid within 30 days of being due, the owner shall be subject to prosecution as prescribed in § 99-7. If a plan is extended beyond 365 days, subsequent annual fees shall be paid as follows:

(a)

For the second year that the building remains vacant: \$1,000;

(b)

For the third year that the building remains vacant: \$1,500;

(c)

For the fourth year that the building remains vacant: \$2,000; and

(d)

For the fifth, and each succeeding year that the building remains vacant: \$3,000.

(3)

The fee shall be paid in full prior to the issuance of any building permits, with the exception of a demolition permit.

(4)

All delinquent fees shall be paid by the owner prior to any transfer of an ownership interest in any vacant building. If the fees are not paid prior to any transfer, the new owner shall pay the annual fee no later than 30 days after the transfer of ownership, and subsequent annual fees shall be due on the new anniversary date.

I.

The Building Department shall include in the file any property-specific engineering reports, written statements from community organizations, other interested parties or citizens regarding the condition, history, problems, status or blighting influence of a vacant building.

J.

The purchaser/buyer of any vacant building within the Town of Hempstead shall, at the time of closing, file a new and complete vacant building registration form. The purchaser shall also pay to the Town of Hempstead, at the time of closing, the fees associated with registering such vacant building.

K.

The seller of any vacant building within the Town of Hempstead shall, at the time of closing, pay any and all past due vacant building registration fees associated with said building that is being sold.

L.

In the event that any such funds are utilized as set forth above, such person, business, organization, bank or lender shall restore it to the full amount referenced in Subsection. B(7) above, within 15 calendar days after written demand by the Town of Hempstead, sent by regular mail and certified mail, return receipt requested, to such person, business, organization, bank or lender at an address designated by them for service of notices, or else to their last known address. It shall be unlawful for such person, business, organization, bank or lender to fail to timely restore funds as required herein.

**§ 99-4. Exemptions.**

A building which has suffered fire damage or damage caused by extreme weather conditions shall be exempt from the registration requirement for a period of 90 days after the date of the fire or extreme weather event if the property owner submits a request for exemption, in writing, to the Department of Buildings. Upon evaluation of the circumstances and at the discretion of the Commissioner of Buildings, additional time beyond the ninety-day period may be granted. This request shall include the following information supplied by the owner:

A.

A description of the premises.

B.

The names, addresses, copy of driver's licenses, and telephone numbers of the owner or owners.

C.

If the owner does not reside in Nassau County or any adjoining county, the name, address, copy of driver's license, and telephone number of any third party with whom the owner has entered into a contract or agreement for property management.

D.

A statement of intent to repair and reoccupy the building in an expedient manner or the intent to demolish the building.

**§ 99-5. Inspections.**

The Department of Buildings shall inspect any premises in the Town of Hempstead for the purpose of enforcing and assuring compliance with the provisions of this chapter. Upon the request of the Enforcement Officer, an owner shall provide access to all interior portions of an unoccupied building in order to permit a complete inspection.

**§ 99-6. Corrective measures.**

Where it reasonably appears that there is failure to maintain a vacant property in accordance with the applicable Town of Hempstead Town Code, as evidence by the issuance of a notice of a violation or an appearance ticket, that persists for more than 10 days after such notice or appearance has been served, the Town may take remedial action to bring the property into compliance with the Town Code, utilizing the deposited funds established in

§ 99-3B(7) in order to pay the full and actual cost of the work that was completed. An administration fee of \$100 shall be assessed against the undertaking for each instance that a corrective measure is taken.

**§ 99-7. Emergency measures.**

Where it reasonably appears that there is imminent danger to the life or safety of any person unless a vacant building, as defined herein, is immediately repaired, secured, or demolished, the Department of Buildings shall cause the immediate repair, fencing, board-up or demolition of such dangerous property, building, or structure. In the event that an emergency measure must be taken, in addition to or in lieu of any other enforcement remedy at his disposal, the Commissioner of Buildings may utilize the deposited funds established in § 99-3B(7) to pay the full and actual cost of actions necessary to eliminate the imminent danger, life safety, or hazard. In the absence of the necessary funds to cover the cost of an emergency measure, the cost shall be recovered in the same manner as provided in Chapter 90 of the Town Code of the Town of Hempstead.

**§ 99-8. Penalties for offenses.**

For any and every violation of the provisions of this chapter, the owner, general agent or contractor of a building or premises where such violations have been committed or shall exist, and the lessee or tenant of an entire building or entire premises where such violations have been committed or shall exist, or the owner, general agent, contractor, lessee or tenant of any part of a building or premises in which part such violation has been committed or shall exist, and the general agent, architect, builder, contractor or any other person who knowingly commits, takes part in or assists in any such violation or who maintains a building or premises in which any violation shall exist, shall be guilty of an offense punishable by a fine of not less than \$1,000 and not exceeding \$2,500 or by imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, such violation shall be punishable by a fine of not less than \$2,500 nor more than \$5,000 or by imprisonment for a period not to exceed 15 days, or both; and, upon conviction of a third or subsequent offense, all of which were committed within a period of five years, such violation shall be punishable by a fine of not less than \$5,000 nor more than \$10,000 or by imprisonment for a period not to exceed 15 days, or both. Each week's continued violation shall constitute a separate additional violation.

**§ 99-9. Severability.**

If any provision of this Article is declared unenforceable for any reason by a court of

competent jurisdiction, such declaration shall affect only that provision and shall not affect the remainder of this chapter, which shall remain in full force and effect.

## **Article II. Rental Dwelling Units**

### **§ 99-10. Purpose and intent.**

#### **A.**

The Town Board has determined that there exist in the Town of Hempstead serious conditions arising from rental of dwelling units that are substandard or in violation of the Town Code, New York State Uniform Fire Prevention and Building Code and Building Zone Ordinance, that tend to overburden municipal services and to promote or encourage deterioration of the housing stock of the Town. The Board finds that new Code provisions will serve to halt the proliferation of such conditions and that the public health, safety, welfare and good order and governance of the Town will be enhanced by enactment of the regulations set forth in this article.

#### **B.**

The Town Board intends to preserve the health, safety and welfare of residents within the jurisdictional limits of the Town of Hempstead exclusive of its Incorporated Villages by establishing a permitting system which will enhance the delivery of municipal services, such as sanitation and code enforcement services, and emergency services such as fire, water and police services when such services are needed, and effectively aid in the maintenance of the peace and good order and a tool for the establishment of efficient planning.

#### **C.**

The intent of this legislation is not to legalize the occupancy of any structure that predates the year 1930 or possesses a letter-in-lieu, nor is it an admission by the Town of Hempstead that said structures are legally occupied or habitable.

#### **D.**

Nothing in this Chapter shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state, or extinguish the requirements of any local law, rule or statute of any agency having jurisdiction. In the case of a conflict between this Chapter and other regulations, the more stringent requirement shall prevail.

### **§ 99-11. Scope; applicability.**

#### **A.**



Scope. This article shall apply to all rental dwelling units located within the Town of Hempstead, whether or not the use and occupancy thereof shall be permitted under the applicable use regulations for the zoning district in which such rental dwelling unit is located, as provided in this article. Any dwelling unit or any other premises subject to this article shall be presumed to be rented for a fee and a charge made if said premises are not occupied by the legal owner thereof.

B.

Applicability. The provisions of this article shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations. Nothing in this article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other provision of local laws or ordinances of the Town or county or state laws and regulations. In case of conflict between any provisions of this article and any applicable state or local law, ordinance, code or regulation, the more restrictive or stringent provision or requirement shall prevail. The issuance of any permit or the filing of any form under this article does not make legal any action or state of facts that is otherwise illegal under any other applicable legislation.

**§ 99-12. Definitions.**

As used in this article, the following terms shall have the meanings indicated.

APARTMENT

An entirely self-contained dwelling unit containing complete housekeeping facilities, including cooking facilities, for only one family. An apartment shall have no enclosed space in common with any other dwelling or apartment other than vestibules, entrances, hallways or porches.

APARTMENT HOUSE OR GARDEN APARTMENT

A building or buildings arranged, intended or designed to be occupied by two or more individuals or families living independently of each other in apartments.

AUTHORIZED AGENT

Any person, organization, partnership, association, corporation or other legally recognized entity having actual or apparent authority to act on behalf of an owner regarding this article and all state and local rules, regulations and ordinances referenced herein. It shall be a rebuttable presumption that any person, organization, partnership, association, corporation or other legally recognized entity that accepts or receives rent or any other consideration from the occupant of a dwelling unit is an authorized agent.

BUILDING

A structure having a roof supported by columns or walls. When separated by a party wall without openings, it shall be deemed a separate building.

CODE ENFORCEMENT OFFICIAL

The official who is charged with the administration and enforcement of this article, or any duly authorized representative of such person, including but not limited to Building Inspector I, Code Enforcement Officer I, Code Enforcement Officer II, Code Enforcement Officer III, Plan Examiner I, Plan Examiner II, Plan Examiner III, Plumbing Inspector III, Assistant Supervisor of Inspection Services, Supervisor of Inspection Services, Deputy Commissioner of Buildings, Commissioner of Buildings of the Town of Hempstead, and such person(s) shall be certified as a New York State Code Enforcement Official.

DWELLING

A building designed exclusively for residential purposes and arranged or intended to be occupied by one individual or one family only. A dwelling shall not have a separate entrance leading to a separated living space which contains a stove, kitchen and/or attached plumbing fixtures.

DWELLING, MULTIPLE

A building or portion thereof arranged, designed for or occupied by three or more families living independently of each other with separate cooking facilities. A boardinghouse, furnished-room house, dormitory, rooming house, tourist house or fraternity house is a building in which there are fewer than 30 sleeping rooms occupied primarily by transients who are lodged with or without meals and in which there are provided such services as are incidental to its use as a temporary residence, and is a multiple dwelling; a dwelling occupied by one or two families with five or more transient boarders, roomer or lodgers in one or both households.

DWELLING, TWO-FAMILY

A building arranged, designed for or occupied exclusively as a home or residence for not more than two families living independently of each other.

DWELLING UNIT

A structure or building, one-, two- or three-family dwelling, apartments, multiunit apartments, apartment houses, condominiums, cooperatives, garden apartments or townhouses, occupied or to be occupied by one or more persons as a home or residence.

FAMILY

One or more persons, whether or not related to each other by blood, marriage or adoption, all occupying a single, whole, legal single- or one-family dwelling unit as a traditional family or the functional equivalent of a traditional family, having access to and utilizing the whole of such dwelling unit, including but not limited to all rooms and housekeeping facilities, in common.

A.

In determining whether individuals are living together as the functional equivalent of a traditional family, the following criteria must be present:

(1)

The group is one which in structure and function resembles a traditional family unit; and

(2)

The occupants must share the entire single- or one-family dwelling unit and live and cook together as a single housekeeping unit without separation created by key locks, partitions, or walls. A unit in which the various occupants act as separate roomers may not be deemed to be occupied by the functional equivalent of a traditional family; and

(3)

The occupants share expenses for food, rent, ownership costs, utilities and other household expenses; and

(4)

The occupancy is permanent and stable. Evidence of such permanence and stability includes, but is not limited to:

(a)

The presence of minor children regularly residing in the household who are enrolled in local schools;

(b)

Members of the household have the same address for purposes of voter registration, drivers' licenses, motor vehicle registration, filing of taxes and delivery of mail;

(c)

Members of the household are employed in the area;

(d)

The household has been living together as a unit for a year or more whether in the current dwelling unit or in other dwelling units.

(e)

Common ownership of furniture and appliances among the members of the household; and

(f)

Any other factor reasonably related to whether or not the occupants are the functional equivalent of a family.

#### KITCHEN

An area within a building which contains a sink, a refrigerator and an element utilized for heating or cooking of consumable goods.

#### MANAGING AGENT

Any individual, business, partnership, firm, corporation, enterprise, trust, company, industry, association, public utility or other legal entity responsible for the maintenance or operation of any rental property as defined within this article.

#### NEW PERMIT

A permit which is to be issued to the owner of an intended rental premises where such premises have not been the subject of a rental occupancy permit

continuously prior to the date of application for the permit.

OCCUPANT

A natural person who leases, uses or occupies a dwelling unit.

OWNER

Any person or entity in whose name the real property upon which the dwelling unit is situated is recorded in the office of the Nassau County Clerk. The person or entity in whose name the real property is recorded in the Office of the Nassau County Clerk shall be presumed to be the owner thereof.

RENEWAL RENTAL OCCUPANCY PERMIT

A permit which is to be issued to the owner of a rental dwelling unit where such premises have been the subject of a rental occupancy permit continuously prior to the date of application for the permit.

RENT

A return in money, property or other valuable consideration (including payment in kind or for services or other thing of value) for the use and occupancy or the right to the use and occupancy of a dwelling unit, whether or not a legal relationship of landlord and tenant exists between the owner and the occupant or occupants thereof.

RENTAL DWELLING

A dwelling unit established, occupied, used or maintained for rental occupancy.

RENTAL OCCUPANCY

The occupancy or use of a dwelling unit by one or more persons as a home or residence under an arrangement whereby the occupant or occupants thereof pay rent for such occupancy and use.

RENTAL OCCUPANCY PERMIT

A permit which is issued upon application to the Code Enforcement Official and shall be valid for two years from the date of issuance.

TRANSIENT RENTAL PROPERTY

A.

A rental dwelling or dwelling unit occupied by persons other than the owner or a family member of the owner and for which rent is received by the owner, directly or indirectly, in exchange for such rental occupation for a period of less than 28 nights. For the purposes of this chapter, the term "transient rental property" shall mean all non-owner-occupied dwelling units rented for a period of less than 28 nights and shall not include:

(1)

Properties used exclusively for nonresidential commercial purposes in any zoning district; or

(2)

Any legally operating hotel/motel business operating exclusively and catering to transient clientele; that is, customers who customarily reside at these establishments for short durations for the purpose of vacationing, travel, business,

recreational activities, conventions, emergencies and other activities that are customary to a commercial hotel/motel business.

B.

Presumption of dwelling unit as transient rental property.

(1)

The presence of the following shall create a presumption that a dwelling unit is being used as a transient rental property:

(a)

The dwelling unit or any room therein, is offered for lease on a short-term rental website, including Airbnb, Home Away, VRBO and the like for a period of less than 28 days; or

(b)

The dwelling is offered for lease in any medium for a period of less than 28 nights.

(2)

The foregoing presumption may be rebutted by evidence presented to the Code Enforcement Official that the dwelling unit is not a transient rental property.

**§ 99-13. Rental occupancy permit required.**

A.

It shall be unlawful and a violation of this article for any person or entity who or which owns a dwelling unit in the Town to use, establish, maintain, operate, let, lease, rent or suffer or permit or allow the occupancy and use thereof as a rental occupancy by someone other than the owner without first having obtained a valid rental occupancy permit therefor. Failure or refusal to procure a rental occupancy permit hereunder shall be deemed a violation.

B.

A rental occupancy permit issued under this article shall only be issued to the owner(s) of the real property at issue.

C.

As a rental occupancy permit issued under this article is not transferable, in the event that the ownership of a rental dwelling is transferred, the new owner shall register the property within 30 days of the closing of title pursuant to the requirements set forth in this article. If the rental dwelling is not registered as required by this article, there will be a presumption that said property is being utilized as rental property by the new owner(s) in violation of this article.

D.

No rental occupancy permit shall be granted to a transient rental property.

E.

Rental Occupancy Permit fees.

(1)

The Owner of the Rental Dwelling Unit shall submit a non-refundable rental occupancy permit

application fee of \$300, the fee shall be reasonably related to the administrative costs for registering and processing the Rental Occupancy Permit Application form and for the costs of the Town in monitoring and inspecting the Rental Dwelling Unit. Rental Occupancy Permit Application fees will not be accepted until the application is complete.

(2)

The initial application fee, once the application is approved shall be applied as credit to the Rental Occupancy permit fee of \$500.

(3)

If for any reason an application for a rental occupancy permit has been denied, the fee collected will be applied towards the administration costs of maintenance and enforcement of this article.

(4)

The required renewal paperwork for a rental occupancy permit shall be accompanied by the renewal application fee of \$450, the fee shall be reasonably related to the administrative costs for processing the renewal of the Rental Occupancy Permit and for the costs of the Town in monitoring and inspecting the Rental Dwelling Unit. Rental Occupancy Permit renewal fees will not be accepted until the application is complete.

(5)

The renewal application fee, once the renewal is approved shall be applied as credit to the Rental Occupancy permit fee of \$450.

(6)

In the event any registration and permit, or renewal thereof, is not obtained on or before the commencement of occupancy of a rental dwelling unit, or such earlier act by any person or entity which would require registration and a permit for such dwelling unit, a late charge for such registration and permit, or renewal, shall be paid, in addition to the required registration and permit fee, in an amount equal to two times the fee, prorated for the length of time of the overdue period.

**§ 99-14. Application for rental occupancy permit.**

A.

An application for a rental occupancy permit for a rental dwelling unit shall be made in writing to the Building Department on a form provided therefor. Such application shall be filed and shall include the following:

(1)

The name, address and telephone number of the owner of the dwelling unit intended for rental occupancy. In the event that said dwelling unit is owned by more than one individual or entity, each owner's name, address and telephone number shall be provided. In the event that the owner of the

dwelling unit intended for rental occupancy is a corporation, partnership, limited-liability company or other business entity, the name, address and telephone number of each owner, officer, principal, shareholder, partner and/or member of such business entity shall be provided. In the event that the owner has an authorized agent acting on his behalf, that person's name, address and telephone number shall also be provided.

(2)

Proof of residency of each owner.

(3)

The street address and Nassau County Tax Map designation (section, block and lot or lots) of the premises intended for rental occupancy or the premises in which the rental dwelling units intended for occupancy are located.

(4)

A description of the structure, including the number of rental dwelling units in the structure.

(5)

A floor plan depicting the location, use and dimension of each room situated within the dwelling unit.

(6)

The number of persons intended to be accommodated by, and to reside in, each such rental dwelling unit.

(7)

A recent copy of the certified deed recorded with the office of the Nassau County Clerk and real property tax bill, confirming the ownership of record of the dwelling unit.

(8)

A copy of the certificate of occupancy or certificate of compliance for the dwelling unit.

(9)

A property survey of the premises drawn to scale not greater than 40 feet to one inch or, if not shown on the survey, a site plan, drawn to scale, showing all buildings, structures, walks, driveways and other physical features of the premises and the number, location and access of existing and proposed on-site vehicle parking facilities.

(10)

A building permit for all buildings, improvements, alterations, and structures on the property, if any.

(11)

Each application shall be executed by and sworn to under oath by the owner of the dwelling unit.

(12)

If the owner or authorized agent of a dwelling unit resides or has his principal place of business located outside the County of Nassau, he is required to designate an agent who resides in the County of Nassau for the service of process of any notices set forth in this article or for the service of process of a violation of this article.

The failure to provide the name, address and contact number of an agent for service of process shall be deemed a violation of this article.

B.

Notwithstanding the above, no rental occupancy registration or permit shall be required for a residential care facility established under federal, New York State guidelines or for units where occupants are in an established care program.

**§ 99-15. Compliance with Town, county and state laws required.**

No rental occupancy permit or renewal thereof shall be issued under any application unless the property shall be in compliance with all the provisions of the Code of the Town of Hempstead, the Building Zone Ordinance of the Town of Hempstead, New York State Uniform Fire Prevention and Building Code, the laws and sanitary and housing regulations of the County of Nassau and the laws of the State of New York.

**§ 99-16. Review of application; issuance of permit.**

A.

The Code Enforcement Official shall review each rental permit application for completeness and accuracy and shall make an on-site inspection of the proposed rental dwelling unit or units.

B.

If satisfied that the proposed rental dwelling unit or units, as well as the premises in which the same are located, comply fully with all applicable state and local laws, ordinances, rules and regulations of the county and town, and that such rental dwelling unit or units would not create an unsafe or dangerous condition or create an unsafe and substandard structure as defined in the Hempstead Town Code or create a nuisance to nearby properties, the Commissioner of Buildings Official shall issue the rental occupancy permit or permits. Notwithstanding the foregoing, the Commissioner of Buildings may deny such registration and permit, or renewal thereof, where there is an existing violation of any provision of the Hempstead Town Code, Building Zone Ordinance or New York State Uniform Fire Prevention and Building Code, at such property which is reasonably related to the safe use and occupancy of the property for residential purposes

**§ 99-17. Carbon Monoxide Alarms.**

A.

Board intent and purpose. The Town Board hereby finds that carbon monoxide, a colorless, odorless, poisonous gas produced by incomplete burning of solid, liquid and gaseous fuels used to heat homes or to operate motor vehicles, cook and produce heated water, presents a danger to the health of Town of Hempstead residents. The Town Board further finds that the loss of life caused by carbon monoxide poisoning is preventable by the proper



installation and use of carbon monoxide alarms in rental dwellings.

B.

Carbon monoxide alarms required in rental dwellings.

(1)

Every rental dwelling, which contains a fuel-burning appliance or equipment, which shall be defined as any appliance capable of burning organic materials in accordance with this provision, shall have installed and shall maintain, in good working condition, the required number of carbon monoxide alarms, which shall have a battery backup if electrically operated. Such carbon monoxide alarm may be combined with a smoke-detecting device which complies with the New York State Uniform Fire Prevention and Building Code.

(2)

Installation location:

(a)

In every rental dwelling, a carbon monoxide alarm shall be installed adjacent to any bedroom maintained in such rental dwelling, as per manufacturer's specifications.

(b)

In any additional area the Code Enforcement Official deems necessary.

(3)

Compliance with other standards. Each approved carbon monoxide alarm shall comply with all applicable state, county and Town regulations, shall bear the label of a nationally recognized standard testing laboratory, and shall meet the standard of UL 2034, the standard for Single and Multiple Station Carbon Monoxide Alarms, or its equivalent.

(4)

Rendering alarm inoperable prohibited. Except as herein provided, it shall be prohibited to render an installed carbon monoxide alarm inoperable by breaking such alarm, painting the exterior, taping over the alarm, disabling the alarm, removing the battery or using any other method which prevents such carbon monoxide alarm from operating in the manner for which it was intended. This provision shall not apply to the normal procedure of replacing batteries in such carbon monoxide alarm.

C.

Duty of owner.

(1)

It shall be the duty of the owner of a rental dwelling to:

(a)

Provide and install operational carbon monoxide alarm(s) in each rental dwelling as required that shall have a battery backup if electrically operated.

(b)

As part of the rental permit application process, and in order to receive or renew a rental permit, complete a Town of Hempstead carbon monoxide detector certificate of installation and deliver the completed certificate to the Town of Hempstead Code Enforcement Official, depending upon the number of rental units prior to receiving or renewing a rental permit.

(c)

Replace any carbon monoxide alarm that has been stolen, removed, found missing or rendered inoperable within five days of receiving notification from the occupant, as described in § 99-17D(1), that said alarm has been stolen, removed, found missing or rendered inoperable.

(d)

Any carbon monoxide alarm(s) must be replaced as per manufacturer's specifications.

D.

Duty of occupant. It shall be the duty of the occupant of a rental dwelling to:

(1)

Notify the owner of the rental dwelling in writing if any carbon monoxide alarm has been stolen, removed, found missing or rendered inoperable.

(2)

Test, maintain and replace required batteries for carbon monoxide alarms located in the rental dwelling at least every six months.

E.

Severability.

(1)

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

**§ 99-18. Term and renewal.**

A.

All rental occupancy permits issued pursuant to this article shall be valid for a period of two years from the date of issuance.

B.

Renewals.

(1)

A renewal rental occupancy permit application signed by the owner on a form provided by the Building Department shall be completed and filed with the Building Department no later than 60 days before the expiration of any prior valid rental occupancy permit. A renewal rental occupancy permit application shall contain a copy of the prior valid rental occupancy permit issued by the Building Department.

(2)

A renewal rental occupancy permit application shall contain a signed sworn statement setting forth the following:

(a)

That there are no existing or outstanding violations of any federal, state or county laws, rules or regulations or of any Town of Hempstead local laws or ordinances pertaining to the property; and

(b)

That there are no changes to any information as provided on the prior valid rental occupancy permit registration and application.

(3)

The Code Enforcement Official shall review all paperwork submitted with each renewal rental permit application for completeness and accuracy and shall make an on-site inspection of the proposed rental dwelling unit or units.

(4)

If satisfied that the proposed rental dwelling unit or units, as well as the premises in which the same are located, comply fully with all applicable state and local laws, ordinances, rules and regulations of the county and town, and that such rental dwelling unit or units would not create an unsafe or dangerous condition or create an unsafe and substandard structure as defined in the Hempstead Town Code or create a nuisance to nearby properties, the Code Enforcement Official shall renew the rental occupancy permit or permits.

**§ 99-19. Register of permits.**

It shall be the duty of the Code Enforcement Official to maintain a register of the rental occupancy permits issued pursuant to this article. Such register shall be kept by Nassau County County Tax Map designation (section, block and lot or lots), Permit number, and street address showing the name and address of the permittee, the number of rental dwelling units at such street address, the number of rooms in each such rental dwelling unit and the date that said rental occupancy permit expires for such unit.

**§ 99-20. Authorization for inspections.**

The Code Enforcement Official is authorized to make, or cause to be made, inspections to determine the condition of rental dwelling units to safeguard the health, safety and welfare of the public. The Code Enforcement Official is authorized to enter, upon consent of the owner if the unit is unoccupied, or upon consent of the occupant if the unit is occupied, any rental dwelling unit and the premises in which the same is located, at any reasonable time, or at such other time as may be necessary in an emergency, without consent of the

owner, authorized agent and/or tenant for the purpose of performing his duties under this article.

**§ 99-21. Application for search warrant.**

The Code Enforcement Official is authorized to make application to any court of competent jurisdiction for the issuance of a search warrant in order to conduct an inspection of any premises covered by this article where the owner refuses or fails to allow an inspection of its rental premises and where there is reasonable cause to believe that a violation of this article has occurred. The application for a search warrant shall in all respects comply with the applicable laws of the State of New York.

**§ 99-22. Search without warrant restricted.**

Nothing in this article, except for provisions concerning emergency inspections, shall be deemed to authorize the Code Enforcement Official to conduct an inspection of any premises subject to this article without the consent of the owner of the premises and without a warrant duly issued by an appropriate court.

**§ 99-23. Change of occupancy prohibited.**

No change of occupancy or use shall be made in a building hereafter erected or altered that is not consistent with the certificate of occupancy or last-issued certificate of completion for such building unless a permit is secured. In the case of an existing building, no change of occupancy that would bring it under some special provision of this chapter shall be made unless the Code Enforcement Official, or his designee, upon inspection, finds that such building conforms substantially to the provisions of this chapter with respect to the proposed new occupancy and use, and issues a certificate of occupancy or a certificate of completion therefor.

**§ 99-24. Confidentiality of rental registration.**

Under New York State Public Officers Law § 87(2)(b), rental registration forms, and that portion of the rental occupancy permit application required, shall be exempt from disclosure under the Freedom of Information Law on the grounds that such disclosure would constitute an unwarranted invasion of personal privacy. The Code Enforcement Official will institute strict policies to ensure that such information is available only to Town personnel who are engaged in the enforcement of the provisions of this article.

**§ 99-25. Listing or advertising non-permitted rentals.**

**A.**

It shall be unlawful and a violation of this article for any person, entity, corporation, broker or agent to list, advertise, repeatedly and/or knowingly show or otherwise offer for lease, rent or sale on behalf of the owner or authorized agent any dwelling unit which is, itself, a rental

dwelling or which contains a rental dwelling, for which a current rental occupancy permit has not been issued by the Code Enforcement Official. It shall be the person's, entities, corporations broker's or agent's duty to verify the existence of a valid rental occupancy permit before listing, repeatedly and/or knowingly showing or otherwise offering for lease, rent or sale any such dwelling or dwelling unit in the Town of Hempstead.

B.

It shall be unlawful and a violation of this article for any person, entity, corporation, broker, or agent to cause an advertisement or solicitation for a rental dwelling or dwelling unit to be listed, placed, posted or submitted for inclusion on any website, in the mass media, or in printed materials, including flyers, handbill, mailed circular, social media, bulletin board, sign or electronic media, without such person, entity, corporation, broker or agent first verifying the existence of a valid rental occupancy permit. Violation of this section shall be unlawful and an offense within the meaning of the Penal Law of the State of New York.

**§ 99-26. Presumptive evidence of violations of article.**

A.

It shall be presumed that a single- or one-family dwelling unit is occupied by more than one family if it contains more than one kitchen or if two or more of the following features are found to exist on the premises by the Code Enforcement Official authorized to enforce or investigate violations of Chapter 99 of the Code of the Town of Hempstead or any laws, codes, rules and regulations of the State of New York:

(1)

More than one mailbox, mail slot or post office address;

(2)

More than one doorbell or doorway on the same side of the dwelling unit;

(3)

More than one gas meter;

(4)

More than one electric meter;

(5)

More than one connecting line for data and/or cable television service;

(6)

More than one antenna, dish antenna or related receiving equipment;

(7)

Separate entrances for segregated parts of the dwelling unit, including but not limited to bedrooms;

(8)

Partitions or internal doors with locks which may serve to bar access between segregated portions of the dwelling unit, including but not limited to bedrooms;

(9)

Separate written or oral leases or rental arrangements, payments or agreements for portions of the dwelling unit among its owners and occupants;

(10)

The inability of any occupant to have lawful access to all parts of the dwelling unit; or

(11)

A separate entrance leading directly to a separated living space containing a bathroom.

B.

All of the foregoing may be rebutted by evidence presented to the Code Enforcement Official or any court of competent jurisdiction.

**§ 99-27. Presumptive evidence dwelling unit is rented.**

A.

Within the context of rental registration enforcement and prosecutions, the presence or existence of any of the following shall create a rebuttable presumption that a premises is being used as a rental occupancy:

(1)

The dwelling unit is occupied by someone other than the owner and the owner of the dwelling unit represents in writing or otherwise, to any person, establishment, business, institution or government agency, that he or she resides at an address other than the dwelling unit in question.

(2)

Persons residing in the dwelling unit represent that they pay rent to the owner of the premises.

(3)

Utilities, cable, telephone or other services are in place or are requested to be installed or used at the dwelling unit in the name of someone other than the owner.

(4)

Testimony by a witness that it is common knowledge in the community that a person other than the owner resides in the dwelling unit.

(5)

Persons residing in the dwelling unit represent that they pay rent to the owner of the premises.

(6)

There are separate entrances for segregated parts of the dwelling;

(7)

There are partitions, key locks, or internal doors which may serve to bar access between segregated portions of the dwelling, including but not limited to bedrooms;

(8)

There exists a separate written or oral lease or rental arrangement, payment or agreement for portions of the dwelling among its owner(s) and/or occupants and/or persons in possession thereof;

(9)

Any occupant or person in possession thereof does not have unimpeded and/or lawful access to all parts of the dwelling unit;

(10)

Two or more kitchens each containing one or more of the following: a range, oven, hot plate, microwave or other similar device customarily used for cooking or preparation of food and/or a refrigerator;

(11)

A premises has been advertised on the internet, in any newspaper, magazine, on a website, local advertising publication, or posted or billed as being available for rent.

B.

Within the context of rental registration enforcement and prosecutions, the presence or existence of any two of the following shall create a rebuttable presumption that a premises is being used as a rental occupancy:

(1)

There is more than one mailbox at the premises;

(2)

There is more than one gas meter at the premises;

(3)

There is more than one electric meter at the premises;

(4)

There is more than one doorbell at the premises;

(5)

There are three or more motor vehicles registered to the dwelling and each vehicle owner has a different surname;

(6)

There are more than three waste receptacles, cans, containers, bags, or boxes containing waste from the premises placed for pickup at least twice during a weekly garbage pickup period; or

(7)

There is no electric meter annexed to the exterior of the premises.

C.

The presumptions set forth in Subsections A and B above, subject to the limitations contained therein, shall also be applicable to enforcement and prosecution of residential illegal use and occupancy violations.

D.

Nothing herein shall be construed to prevent persons living together as a family unit, with the owner, as defined by this Code.

E.

All of the foregoing may be rebutted by evidence presented to the Code Enforcement Official or any court of competent jurisdiction.

**§ 99-28. Presumptive evidence of owner's residence.**

A.

It shall be presumed that an owner of a dwelling unit does not reside within said dwelling unit if one or more of the following sets forth an address which is different than that of the dwelling unit:

(1)

Voter registration;

(2)

Motor vehicle registration;

(3)

Driver's license; or

(4)

Any other document filed with a public agency.

B.

All of the foregoing may be rebutted by evidence presented to the Code Enforcement Official or any court of competent jurisdiction.

**§ 99-29. Penalties for offenses.**

Any person, association, firm or corporation who or which violates any provision of this article or assists in the violation of any provision of this article shall be guilty of a violation, punishable:

A.

By a fine of not less than \$1,000 and not exceeding \$5,000 or by imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense.

B.

For any second conviction, committed within a period of ten years of the first conviction, such violation will be subject to a fine of not less than \$2,500 nor more than \$10,000 or by imprisonment for a period not to exceed 15 days; or both.

C.

For any third conviction, committed within a period of ten years of the first conviction, such violation will be subject to a fine of not less than \$5,000 nor more than \$20,000 or by imprisonment for a period not to exceed 15 days, or both

D.

For any fourth or subsequent offense, after having been convicted three or more times within a period of ten years, such violation shall be prosecuted as an unclassified misdemeanor, with a minimum fine of \$10,000 and a maximum fine of \$30,000 and/or a maximum period of incarceration of one year.

E.

Each day's continued violation shall constitute a separate additional violation of this article.

**§ 99-30. Administration.**

This article shall be enforced by the Code Enforcement Official as defined by this article.



**§ 99-31. Exemption.**

**A.**

A Rental Unit where the owner has been granted a Mother Daughter Residence permit pursuant to § 85-2 does not require a rental occupancy permit.

**B.**

A Rental Unit where the owner has been granted a Senior Residence permit pursuant to § 26-256(E) does not require a rental occupancy permit.

**C.**

Rental units owned and operated by a government agency or housing authority do not require a rental occupancy permit.

**§ 99-32. Severability.**

If any clause, sentence, paragraph, section or part of this article shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in said judgment.

**§ 99-33. Implementation.**

**A.**

No violation of this article will be charged prior to August 1, 2017, and no violation of this article regarding failure to obtain a permit will be charged against a person or entity which:

(1)

Has filed the necessary application in proper form and in good faith, with all required information and attachments, on or before August 1, 2017;

(2)

Has consented to an inspection of the premises in question; and

(3)

Has not received a final determination on the application, for reasons over which the applicant has no control.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING  
FOR THE PURPOSE OF ESTABLISHING AND  
SETTING ASIDE CERTAIN PARKING SPACES  
FOR MOTOR VEHICLES FOR THE SOLE USE  
OF HOLDERS OF SPECIAL PARKING PERMITS  
ISSUED BY THE COUNTY OF NASSAU TO  
PHYSICALLY HANDICAPPED PERSON.

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town  
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,  
Hempstead, New York, on the 11th day of July, 2017, at  
10:30 o'clock in the forenoon of that day, at which time all  
persons interested shall be heard on the establishment and  
setting aside of certain parking spaces for motor vehicles  
for the sole use of holders of special parking permits  
issued by the County of Nassau to physically handicapped  
persons at the following locations:

ELMONT

RANDALL AVENUE - west side, starting  
at a point 33 feet south of the south  
curbline of Rosser Avenue, south for 25  
feet.  
(TH-156/17)

116<sup>th</sup> AVENUE - north side, starting  
at a point 383 feet west of the west  
curbline of 240<sup>th</sup> Street, west for 20  
feet.  
(TH-116/17)

FRANKLIN SQUARE

KRUZE STREET - west side, starting  
at a point 172 feet north of the north  
curbline of Fenworth Blvd., north for a  
distance of 20 feet.  
(TH-098/17)

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INWOOD

HENRY STREET - east side, starting at a point 120 feet south of the south curblineline of School Street, south for a distance of 20 feet.  
(TH-105/17)

WEST HEMPSTEAD

PARKER AVENUE - north side, starting at a point 115 feet east of Broadway then east for a distance of 20 feet.  
(TH-139/17)

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

ELMONT

JACOB STREET - west side starting at a point 210 feet north of the north curblineline of Estelle Avenue, north for a 20 feet.  
(TH-245/00 - 10/24/00) (TH-132/17)

ADAMS STREET - south side starting at a point 75 feet east of the east curblineline of Crown Avenue, east for a distance of 20 feet.  
(TH-375/11) (TH-159/17)

FRANKLIN SQUARE

HOFFMAN STREET - west side, starting at a point 30 feet south of the south curblineline of Cloud Avenue, south for 25 feet.  
(TH-405/09 - 11/24/09) (TH-147/17)

DORIS AVENUE - west side, starting at a point 328 feet south of the south curblineline of Burton Avenue, south for 20 feet.  
(TH-135/04 - 7/13/04) (TH-166/17)

HEWLETT

FELTER AVENUE - north side, starting at a point 168 feet west of the west curblineline of West Broadway, west for a distance of 24 feet.  
(TH-358/91 - 12/03/91) (TH-104/17)

; and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the Code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion. Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 11th day of July , 2017, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

ELMONT

RANDALL AVENUE - west side, starting at a point 33 feet south of the south curblineline of Rosser Avenue, south for 25 feet.  
(TH-156/17)

116<sup>th</sup> AVENUE - north side, starting at a point 383 feet west of the west curblineline of 240<sup>th</sup> Street, west for 20 feet.  
(TH-116/17)

FRANKLIN SQUARE

KRUZE STREET - west side, starting at a point 172 feet north of the north curblineline of Fenworth Blvd., north for a distance of 20 feet.  
(TH-098/17)

INWOOD

HENRY STREET - east side, starting at a point 120 feet south of the south curblineline of School Street, south for a distance of 20 feet.  
(TH-105/17)

WEST HEMPSTEAD

PARKER AVENUE - north side, starting at a point 115 feet east of Broadway then east for a distance of 20 feet.  
(TH-139/17)

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

ELMONT

JACOB STREET - west side starting at a point 210 feet north of the north curblines of Estelle Avenue, north for a 20 feet.  
(TH-245/00 - 10/24/00) (TH-132/17)

ADAMS STREET - south side starting at a point 75 feet east of the east curblines of Crown Avenue, east for a distance of 20 feet.  
(TH-375/11) (TH-159/17)

FRANKLIN SQUARE

HOFFMAN STREET - west side, starting at a point 30 feet south of the south curblines of Cloud Avenue, south for 25 feet.  
(TH-405/09 - 11/24/09) (TH-147/17)

DORIS AVENUE - west side, starting at a point 328 feet south of the south curblines of Burton Avenue, south for 20 feet.  
(TH-135/04 - 7/13/04) (TH-166/17)

HEWLETT

FELTER AVENUE - north side, starting at a point 168 feet west of the west curblines of West Broadway, west for a distance of 24 feet.  
(TH-358/91 - 12/03/91) (TH-104/17)

ALL PERSONS INTERESTED shall have an opportunity to be

heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York  
June 20 , 2017.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR PETER  
ANAGNOSTOPOULOS, LABORER II, IN THE  
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Peter Anagnostopoulos, Laborer II, in the Department of Parks and Recreation, be and hereby is increased to Grade 11, Step 12 (M), Salary Schedule C, \$77,762, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective June 21, 2017.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR TIMOTHY  
BOTTIGLIERI, CLERK LABORER, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Timothy Bottiglieri, Clerk Laborer, in the Department of General Services, Buildings and Grounds Division, be and hereby is increased to Grade 9, Step 4 (E), Salary Schedule C, \$51,183, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective June 21, 2017.

AYES: 1

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANDREW  
CARBONE, LABOR CREW CHIEF I, IN THE  
DEPARTMENT OF HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Andrew Carbone, Labor Crew Chief I, in the Department of Highway, be and hereby is increased to Grade 13, Step 7 (H), Salary Schedule C, \$66,010, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective June 21, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF WALTER CARLOCK AS  
INSPECTOR, IN THE DEPARTMENT OF PUBLIC  
SAFETY, 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 Walter Carlock has passed the examination for the position of Inspector as identified on Civil Service List No. 72-763, and is eligible for appointment thereto. NOW, THEREFORE BE IT

RESOLVED, that Walter Carlock, now serving as Inspector, Competitive, Provisional, in the Department of Public Safety, be and hereby is appointed Inspector, Competitive, Permanent, with no change in salary, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead effective June 21, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR CHRISTOPHER  
CASTELLANO, EQUIPMENT OPERATOR I, IN  
THE DEPARTMENT OF HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Christopher Castellano, Equipment Operator I, in the Department of Highway, be and hereby is increased to Grade 11, Step 4 (E), Salary Schedule D, \$53,581, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective June 21, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN DELUCA AS  
STOREYARD CREW CHIEF, IN THE  
DEPARTMENT OF SANITATION.

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

RESOLVED, that John Deluca, now serving as Labor Crew Chief II, in the Department of Sanitation, be and hereby is appointed Storeyard Crew Chief, Non Competitive, Grade 17, Step 12 (M), Salary Schedule C, \$94,108, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective June 21, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THOMAS ELLISON  
AS WATER PLANT OPERATOR  
TRAINEE, 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 Thomas Ellison has passed the examination for the position of Water Plant Operator Trainee, Civil Service List No. DC-77, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Thomas Ellison be and hereby is appointed as Water Plant Operator Trainee, Competitive, Permanent, Grade 11, Start Step (A), Salary Schedule D, \$43,416, in the Department of Water, from the Civil Service List, by the Commissioner of the Department of Water, and ratified by the Town Board of the Town of Hempstead effective June 19, 2017, and BE IT

FURTHER RESOLVED, that the probationary term of this appointment shall be subject to Rule XIV, Rules for the Civil Service of the Town of Hempstead.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN GALLAGHER  
AS LABORER I, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Gallagher 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 12, 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: PROVISIONAL PROMOTION FOR  
KIMBERLY GOLDEN TO CLERK II, IN THE  
DEPARTMENT OF HUMAN RESOURCES.

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

RESOLVED, that Kimberly Golden, now serving as Clerk I,  
Competitive, Permanent, in the Department of Human Resources, be and hereby is provisionally  
promoted to Clerk II, Competitive, Provisional, Grade 8, Step 7 (H), Salary Schedule D, \$55,692,  
by the Director of the Department of Human Resources 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 DENNIS LANG III,  
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 Dennis Lang III, Laborer I, in the Department of Parks and Recreation, be and hereby is increased to Grade 9, Step 6 (G), Salary Schedule C, \$55,043, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective June 21, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THOMAS LENT AS DIESEL  
MECHANIC 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 the budget in the Department of Sanitation is amended to abolish the position of Diesel Mechanic I currently occupied by Thomas Lent effective close of business April 5, 2017.

AND RESOLVED, Thomas Lent is hereby appointed to the position of Diesel Mechanic I in 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 April 6, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR EDWARD LINO,  
CLERK LABORER, 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 Edward Lino, Clerk Laborer, in  
the Department of Parks and Recreation, be and hereby is increased to Grade 9, Step 7 (H), Salary  
Schedule D, \$57,169, by the Commissioner of the Department of Parks and Recreation and ratified by  
the Town Board of the Town of Hempstead effective June 21, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR TIMOTHY  
MALONE, DOCKMASTER II, IN THE  
DEPARTMENT OF CONSERVATION AND  
WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Timothy Malone, Dockmaster II, in the Department of Conservation and Waterways, be and hereby is increased to \$97,382, Ungraded, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective June 21, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF DENNIS MCDONALD,  
MAINTENANCE MECHANIC I, FROM THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION TO  
THE DEPARTMENT OF GENERAL SERVICES,  
ANIMAL SHELTER AND CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Dennis McDonald, Maintenance Mechanic I, be and hereby is reassigned from the Department of General Services, Buildings and Grounds Division to the Department of General Services, Animal Shelter and Control Division, with no change in salary, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, effective June 6, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NICOLE ROBINSON AS  
CLERK LABORER, IN THE OFFICE OF THE  
TOWN CLERK.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Nicole Robinson, now serving as Office Aide, in the Office of the Town Clerk, be and hereby is appointed Clerk Laborer, Non Competitive, Grade 9, Start Step (A), Salary Schedule D, \$40,974, in the Office of the Town Clerk, by the Town Clerk 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 MERRILL SCANNELL  
AS COMMUNITY RESEARCH ASSISTANT,  
IN THE DEPARTMENT OF SANITATION.

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

RESOLVED, that Merrill Scannell be and hereby is appointed  
Community Research Assistant, Non Competitive. Ungraded, at an annual salary of \$85,000, in  
the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by  
the Town Board of the Town of Hempstead effective June 21, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY SENATORE AS  
LABOR CREW CHIEF I, IN THE DEPARTMENT  
OF SANITATION.

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

RESOLVED, that Anthony Senatore, now serving as Recycling Worker II,  
in the Department of Sanitation, be and hereby is appointed Labor Crew Chief I, Non Competitive,  
Grade 13, Step 8 (I), Salary Schedule C, \$72,830, in the Department of Sanitation, by the  
Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of  
Hempstead effective June 21, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARK SMITH AS  
LABORER I, IN THE DEPARTMENT OF PARKS  
AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Mark Smith 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 12, 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 JUDITH SPRINGS,  
OFFICE SERVICES ASSISTANT, 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 Judith Springs, Office Services Assistant, in the Department of Parks and Recreation, be and hereby is increased to Grade 12, Step 6 (G), Salary Schedule C, \$59,572, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective June 21, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANGELO TOMAO,  
EQUIPMENT OPERATOR I, IN THE  
DEPARTMENT OF HIGHWAY.

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

RESOLVED, that the annual salary for Angelo Tomao, Equipment  
Operator I, in the Department of Highway, be and hereby is increased to Grade 11, Step 6 (G),  
Salary Schedule D, \$57,471, by the Commissioner of the Department of Highway and ratified by the  
Town Board of the Town of Hempstead effective June 21, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RAYMOND TRUHN AS  
GROUNDSKEEPER III, IN THE DEPARTMENT  
OF PARKS AND RECREATION.

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

RESOLVED, that Raymond Truhn, now serving as Labor Crew Chief II,  
in the Department of Parks and Recreation, be and hereby is appointed Groundskeeper III, Non  
Competitive, Grade 17, Step 12 (M), Salary Schedule C, \$94,108, in the Department of Parks and  
Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town  
Board of the Town of Hempstead effective June 21, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RALPH VALLARELLA AS  
CODE ENFORCEMENT OFFICER III, IN THE  
DEPARTMENT OF BUILDINGS FROM THE  
CIVIL SERVICE LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Ralph Vallarella has passed the examination for the position of Code Enforcement Officer III, Civil Service List No. 70-458, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Ralph Vallarella, now serving as Code Enforcement Officer II, in the Department of Buildings, be and hereby is appointed Code Enforcement Officer III, Competitive, Permanent, Grade 26, Step 8 (I), Salary Schedule C \$118,893, from the civil service list, in the Department of Buildings, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective June 21, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION  
NO. 901/22-2017, KEVIN MULLIGAN, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION.

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

WHEREAS, Resolution No. 901/22-2017 states an incorrect title

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "be and hereby is appointed  
Labor Crew Chief IP"

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION  
NO. 901/25-2017, WAYNE SOLAR, IN THE  
DEPARTMENT OF CONSERVATION AND  
WATERWAYS.

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

WHEREAS, Resolution No. 901/25-2017 states an incorrect probationary  
period NOW, THEREFORE, BE IT

RESOLVED, that the resolution should not have probationary period.

AYES:

NOES: