

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE WEST SIDE OF HAWTHORNE AVENUE, 396 FEET SOUTH OF CEDAR STREET, SECTION 34, BLOCK 389, AND LOT(S) 173-175, AKA 486 HAWTHORNE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the detached garage, located on the West side of Hawthorne Avenue, 396 feet South of Cedar Street, Section 34, Block 389 and Lot (s) 173-175, A/K/A 486 Hawthorne Avenue, Uniondale, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case #

6542

In the Matter of Application

Of

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

Against

Dolvis Hill
2690 NW 35 Terrace
Fort Lauderdale, Florida 33311

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section **34**, Block **389** and lot number (s) **173-175**, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **July 11, 2017**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE WEST SIDE OF HAWTHORNE AVENUE, 396 FEET SOUTH OF CEDAR STREET, UNIONDALE, N.Y. 11553, A/K/A 486 HAWTHORNE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

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 11th 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

Case No. 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 11th 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 th 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) South Side - NO STOPPING ANYTIME - starting at a point 138 feet east of the east curbline 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 curbline of 116 th 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

Case No. 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 11th 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.

Case No. 29717

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

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 11th 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

Case No. 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 11th 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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

Nasrin Ahmad
Town Clerk

Case No. 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 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 11th 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

Case No. 29492

Intro. No.

Print No.

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.

The Owner of the Rental Dwelling Unit shall submit an application to maintain rental occupancy. Such application shall be made upon forms to be furnished by the Town of Hempstead Department of Buildings.

The fee for a Rental Occupancy Permit shall be \$500 for each property or structure containing one rental dwelling unit, and there shall be assessed

an additional fee of \$200 for each additional rental dwelling unit permit within the same property or structure having the same ownership. The fees shall be as follows:

(1) Each applicant shall remit, upon the submission of an application under this chapter, a non-refundable rental occupancy permit application fee of \$300 for each property or structure, which fee shall be reasonably related to the administrative costs for registering and processing the Rental Occupancy Permit Application form. Rental Occupancy Permit Application fees will not be accepted until the application is complete.

(2) Once the application is approved, the initial application fee shall be applied as credit to the Rental Occupancy permit fee of \$500 for each property or structure containing a single rental dwelling unit.

(3) If a property or structure contains more than one rental dwelling unit, each additional rental dwelling unit in that property or structure shall be subject to Rental Occupancy permit fee of \$200.

(4) 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.

(5) The required renewal paperwork for a rental occupancy permit shall be accompanied by the nonrefundable 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. Each additional rental dwelling unit within the same structure, having the same ownership shall require a renewal fee of \$200. Rental Occupancy Permit renewal fees will not be accepted until the application is complete.

(6) The renewal application fee, once the renewal is approved shall be applied as credit to the Rental Occupancy permit fee of \$450 for properties containing a single rental dwelling unit.

(7) 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 rental 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.

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)

116th AVENUE - north side, starting at a point 383 feet west of the west curblineline of 240th 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)

Case No. 21527

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:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE FIRST UNITED METHODIST CHURCH, ROOSEVELT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-2, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT JULY 22, 2017.

WHEREAS, The First United Methodist Church, 30 Union Place, Roosevelt, New York 11575 Attention: Bridgett Reid, Trustee Chairperson, has requested to use Town of Hempstead Parking Field R-2, Roosevelt, New York for the purpose of holding an Event July 22, 2017; and

WHEREAS, this 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 First United Methodist Church, 30 Union Place, Roosevelt, New York 11575 Attention: Bridgett Reid, Trustee Chairperson to use Town of Hempstead Parking Field R-2, Roosevelt, New York for the purpose of holding an Event July 22, 2017; and

BE IT FURTHER

RESOLVED, that in conducting this activity, The First United Methodist Church 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 #

Case #

1
20915



First United Methodist Church

30 Union Place @ Whitehouse Avenue

Roosevelt, NY 11575

516.378.5448 [O] 516.442-5909 [F]

Email:Rooseveltumc@gmail.com/Website:bringittojesus.net

Andrea Smith- Pastor

June 26, 2017

Commissioner Marino

Town Of Hempstead

Department Of General Services

350 Front St, RM 211

Hempstead, NY 11550

Dear Commissioner Marino,

The First United Methodist Church Of Roosevelt respectfully request Parking lot #_____. Located in Roosevelt N .Y the following date July 22, 2017, for the intention of Evangelistic/Community day, starting @ 9.00am - 6pm.

Enclosed please find vendor Disclosure form along with our certificate of insurance, outlining our liability coverage and naming the Town Of Hempstead as additional insured

Sincerely,

Bridgett Reid

Trustee Chairperson

Church # 516-378-5448

Cell Phone # 516*445-8757 (Bridgett Reid)

CC; Pastor Andrea Smith

R-02



CERTIFICATE OF INSURANCE

May 24, 2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insurer providing coverage: **The United Methodist Insurance Company**

PRODUCER:

The United Methodist Insurance Company
P O Box 5000
Bennington, Vermont 05201-5000

INSURED:

First United Methodist Church
30 Union Place
Roosevelt, NY 11575

CERTIFICATE HOLDER:

TOWN OF HEMPSTEAD OFFICE OF THE TOWN CLERK
ONE WASHINGTON ST
HEMPSTEAD NY 11550

MORTGAGEE _____

LOSS PAYEE _____

ADDITIONAL INSURED X

The policies of insurance listed below have been issued for the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, aggregate limits shown may have been reduced by paid claims.

POLICY NUMBER: UMI001 2566 CERTIFICATE EFFECTIVE DATE: 9/26/2016 EXPIRATION DATE: 9/26/2017

Commercial General Liability

Occurrence Form

General Aggregate applies per policy: Limits

EACH OCCURRENCE/AGGREGATE	\$1,000,000 Occ/3,000,000 Agg
FIRE DAMAGE (ANY ONE FIRE)	\$1,000,000
MEDICAL EXPENSE (ANY ONE PERSON)	\$ 30,000
<u>Directors' & Officers' Liability</u>	\$1,000,000
<u>Employment Practices Liability</u>	\$1,000,000

Commercial Property

LOCATION: 30 Union Place Roosevelt, NY 11575

COVERAGE INFORMATION: BLANKET BUILDING AND CONTENTS, REPLACEMENT COST, SPECIAL FORM, THEFT INCLUDED

BLANKET BUILDING & CONTENTS LIMIT: \$ 3867300

PROPERTY DEDUCTIBLE: \$1,000

OTHER REMARKS: *All operations of the named insured including USE OF TOWN PARKING LOT ON JULY 22, 2017 FOR AN OUTDOOR EVANGELISTIC COMMUNITY EVENT FROM 9 AM TO 6 PM in connection with which the certificate holder is named as an additional insured but only in connection with the actions of the named insured.*

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policy listed thereon.

CANCELLATION: THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL ENDEAVOR TO GIVE THE ADDITIONAL INTEREST IDENTIFIED 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD EFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR REQUIRED BY LAW.

AUTHORIZED REPRESENTATIVE

STEVE FOLLOS

Adopted: June 20, 2017

Councilwoman Goosby offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE MERRICK FIRE PROTECTION DISTRICT.

WHEREAS, the Friendship Engine and Hose Company, Inc., one of the fire companies of the Merrick Fire Department (hereinafter "the Department"), has proposed the purchase of two vehicles and equipment and have requested that the Town Board hold a public hearing regarding the increase and improvement of the Merrick Fire Protection District by the purchase of two new pumper trucks; and

WHEREAS, the Department has submitted to the Town Board an estimate of cost relating to said increase and improvement of the Merrick Fire Protection District; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) the N.Y.C.R.R. that such purchase is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the two pumper trucks currently being used by the Friendship Engine and Hose Company in providing protection to the Merrick Fire Protection District are

determined, pursuant to Nassau County Civil Divisions Act,
to be inadequate to provide fire protection for persons or
property within the Merrick Fire Protection District; and,
BE IT FURTHER

RESOLVED, that the Town Board adopt the following
order:

At a meeting of the Town Board
of the Town of Hempstead, in
the County of Nassau, New York,
held at the Town Meeting
Pavilion, Hempstead Town Hall,
Town Hall Plaza, 1 Washington
Street, Hempstead, New York, on
the 20th day of June , 2017.

P R E S E N T :

HON., Anthony J. Santino, Supervisor
Dorothy Goosby
Edward A. Ambrosino
Bruce A. Blakeman
~~Brian King Sweeney~~
Anthony P. D'Esposito
Dennis Dunne, Sr.

Council Members

A B S E N T : COUNCILWOMAN KING SWEENEY

----- X

IN THE MATTER : ORDER

- of - :

THE INCREASE AND IMPROVEMENT :
OF THE MERRICK FIRE PROTECTION :
DISTRICT :

----- X

WHEREAS, the Friendship Engine & Hose Company, one of the
companies of the Merrick Fire Department has proposed the
purchase of two new pumper trucks for the fire company of the
Merrick Fire Department pursuant to the Nassau County Civil
Division Act Section 226.6 and has requested that the Town Board
hold a public hearing regarding the increase and improvement of
the Merrick Fire Protection District; and

WHEREAS, said Department has submitted to the Town
Board an estimate of cost relating to said increase and
improvement of the Merrick Fire Protection District; and

WHEREAS, the Town Board has determined, pursuant to
Provisions of the State Environmental Quality Review Act
and Article 8 Part 617.5(c)(1) the N.Y.C.R.R. that such
increase and improvement is considered to be a "Type II
Action" and does not have a significant effect on the
environment and does not require an environmental impact
statement or any other determination under the State
Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board on the 11th day of July, 2017, at 10:30 o'clock in the forenoon of that day, at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Merrick Fire Protection District, consisting of a purchase of new two pumper trucks. The estimated maximum cost of \$1,300,000.00, to be financed by the issuance of obligations of the Town of Hempstead.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
June 20, 2017

/s/ Anthony J. Santino, Supervisor

/s/ Dorothy L. Goosby

/s/ Edward A. Ambrosino

/s/ Bruce A. Blakeman

/s/ ~~Edward A. Ambrosino~~ ~~xxxxx~~

/s/ Anthony P. D'Esposito

/s/ Dennis Dunne, Sr.

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is authorized and directed to publish a copy of this Order, in official, newspaper of the Town of Hempstead having general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said Order of public hearing on the signboard of the Town.

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

AYES: SIX (6)

NOES: NONE (0)

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION
GRANTED TO THE AMERICAN LEGION POST #1273
TO USE TOWN OF HEMPSTEAD PARKING FIELDS WA-1
AND WA-3, WANTAGH, NEW YORK FOR THE PURPOSE OF
HOLDING AN EVENT JUNE 18, 2017 (RAINDATE JUNE 25, 2017).

WHEREAS, the American Legion Post #1273, c/o Oleg Zivkovich, 3621 Richard Lane, Wantagh, New York 11793 had requested to use Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding an event June 18, 2017 (Raindate June 25, 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 American Legion Post #1273, c/o Oleg Zivkovich, 3621 Richard Lane, Wantagh, New York 11793 to use Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding an event June 18, 2017 (Raindate June 25, 2017) is hereby ratified and confirmed; and

BE IT FURTHER

RESOLVED, that in conducting this activity, the American Legion Post #1273 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 # 1

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE NEW YORK BLOOD CENTER TO USE TOWN OF HEMPSTEAD PARKING FIELD WH-3, WEST HEMPSTEAD, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT ON JULY 31, 2017.

WHEREAS, the New York Blood Center, 1200 Prospect Avenue, Westbury, New York 11590 Attention: Marian Haberman, has requested permission to use Town of Hempstead Parking Field WH-3, West Hempstead, New York for the purpose of holding an Event on July 31, 2017; and

WHEREAS, this 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 New York Blood Center, 1200 Prospect Avenue, Westbury, New York 11590 Attention: Marian Haberman, to use Town of Hempstead Parking Field WH-3, West Hempstead, New York to hold an Event on July 31, 2017; and

BE IT FURTHER

RESOLVED, that in conducting said activity, the New York Blood Center 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 #

Case #

20915



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. One Jericho Plaza Suite 200 Jericho NY 11753	CONTACT NAME: Allison Fischer	
	PHONE (Inc. No. ext): 516-745-0800 FAX (Inc. No): 516-745-0082 E-MAIL ADDRESS: Allison_Fischer@ajg.com	
INSURED New York Blood Center, Inc. 310 East 67th Street New York, NY 10065	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Divide Insurance Company	25224
	INSURER B: Zurich American Insurance Company	16535
	INSURER C: American Zurich Insurance Company	40142
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 256108160** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		GFP9000077P8	10/15/2016	10/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/DP AGG \$1,000,000 EBL AGGREGATE \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP3800424-09	10/15/2016	10/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$			CFX9000049P8	10/15/2016	10/15/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5095846 06	5/9/2017	5/9/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability (Malpractice Insurance)			PPF9000096P8	10/15/2016	10/15/2017	Each Claim 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS/ LOCATION'S / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Blood Drive Date: 7/31/2017.
Town of Hempstead is included as Additional Insured as respects to General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER Town of Hempstead Attn: Rose Santino 200 N. Franklin Street Hempstead NY 11550	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rose Santino</i>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

HEALTHCARE GENERAL LIABILITY COVERAGE FORM

A. Section II – Who is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

We have no defense obligation to an additional insured except as specifically stated within this endorsement.

We will defend those person(s) or organization(s) qualifying as an additional insured if, and only if, all of the following conditions are met:

1. An insured is also a party to the "suit" and we are defending the insured;
2. The allegations in the "suit" are such that the only claims against the additional insured are claims seeking to impose liability vicarious to the insured's liability;
3. The allegations in the "suit" are such that no conflict exists between the interests of the insured and the interests of the additional insured;
4. The insured and the additional insured both agree that that one counsel can represent both of their interests and agree that we can assign one counsel to represent both of their interests.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.



American Legion Post #1273

3484 Park Ave., Wantagh, NY 11793 • (516) 785-9497

June 2017

Office of General Services
Town of Hempstead
One Washington Street
Hempstead, NY 11550

Re: Wantagh Summer Festival on June 18

Gentlemen:

The Wantagh American Legion is seeking to host the Second Annual Wantagh Festival as follows:

Date: Sunday, June 18, 2017

Place: Town of Hempstead Municipal Lots WA-1 and WA-3 at the Wantagh Train Station
(On Sunrise Highway side of the tracks, between Oakland Avenue and Beech Street)

Raindate: Sunday, June 25, 2017

We apologize for reaching out so late. The procedure has changed slightly from last year for us. We had a different contact person who was situated in an entirely different office for applying permission to use the aforementioned lots for our event. As this is the new procedure, we expect to go through the process in a more timely manner in the future.

Our organizer, Gleg Zirkovich, has reached out to you on our behalf. He is available at (516) 644-7616.

Thank you in advance for your support of our event. We are working aggressively to insure its success. The feedback so far has been very promising. Thank you for your contributions toward that end.

Sincerely,

Ken M. Kelly, Commander
Wantagh American Legion Post #1273

ACORD Adn: ROSE

PHONE: 631-366-2774

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Takach & Associates, Inc. 112 Terry Road Smithtown NY 11787

CONTACT NAME: Takach & Associates, Inc. PHONE: 631-366-2774 FAX: 631-366-2739

INSURED POST 1273 AMERICAN LEGION 3484 PARK AVE WANTAGH NY 11793

INSURER'S AFFORDING COVERAGE GENERAL CASUALTY INSURANCE

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED FOR WANTAGH SUMMER FESTIVAL ON 06/16/2017 OR RAIN DATE 06/25/2017

CERTIFICATE HOLDER TOWN OF HEMPSTEAD 1 WASHINGTON STREET HEMPSTEAD, NY 11550-4923

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Daniel Takach

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF NEW YORK KALI MANDIR FOR A
PARADE PERMIT FOR A PARADE HELD IN BALDWIN, NEW
YORK, ON JUNE 25, 2017.

WHEREAS, Samiran Chakroborty of North Baldwin, New York, Priest of
the New York Kali Mandir, New York has filed an application with the Town Clerk
of the Town of Hempstead, for a Parade Permit for a Parade to be held in Baldwin,
New York, on June 25, 2017 from 5:30 PM to 6:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Samiran
Chakroborty, Priest of the New York Kali Mandir, 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 #

2

Case #

25843

OFFICE OF THE TOWN CLERK

Parade
 Bikeathon
 K-run
 Procession

TOWN CLERK
 TOWN OF HEMPSTEAD
 ONE WASHINGTON STREET
 HEMPSTEAD, NEW YORK 11550

2013 JUL - 6 A 2:09
 TOWN OF HEMPSTEAD
 TOWN CLERK

APPLICATION FOR A PARADE PERMIT

PRINT CLEARLY OR USE TYPEWRITER - ANSWER ALL QUESTIONS

Application must be filed 30 days before date of parade.

1. Name of Applicant <i>Samiran Chakraborty</i>		Address <i>614 Seaman Ave. Baldwin</i>		Telephone No. <i>516-771-5254</i>
2. Name of Organization <i>NEW YORK KALE MANDIR</i>		Address <i>614 Seaman Ave. Baldwin</i>		Telephone No. <i>516-771-5254</i>
3. Name of Person in Charge <i>Samiran Chakraborty</i>		Address		Telephone No. <i>516-467-7056</i>
4. Date of event. <i>06-25-2017</i>	4A. Rain Date	5. Starting Time <i>5-30 Pm.</i>	6. Appro. termination time <i>one hour.</i>	
7. No. of persons in event. <i>30-40</i>		8. No. of vehicles (if any) <i>one</i>	9. Type of Vehicles <i>Hand Full small charriot.</i>	
10. No. & type of animals (if any) <i>NONE</i>		11. Max. intervals between units <i>NONE</i>	12. Max. Length of Event. <i>100 Ft.</i>	
13. Minimum Speed <i>10 mile</i>		14. Maximum Speed <i>1/week</i>	15. Time of Assembly <i>5 Pm.</i>	
16. Assembly Area* <i>NY Kali Mandir</i>		16A Street <i>Seaman Ave.</i>	16B Hamlet Village <i>Baldwin</i>	
17. Route of Event And Portion of Street To Be Traveled				
<i>See attach map.</i>				
<i>Start @ 614 Seaman Ave, Baldwin</i>				
<i>to St. Lukes place</i>				
<i>turn Right @ Grand Ave</i>				
<i>turn Right @ Seaman Ave</i>				
<i>Ends @ 614 Seaman Ave, Baldwin.</i>				
*SUBMIT WRITTEN APPROVAL OF PROPERTY OWNER OF ASSEMBLY AND TERMINATION AREAS IF NOT OWNED BY APPLICANT'S ORGANIZATION				

Samiran Chakraborty
 Signature of Applicant (priest).

Title

FOR OFFICE USE

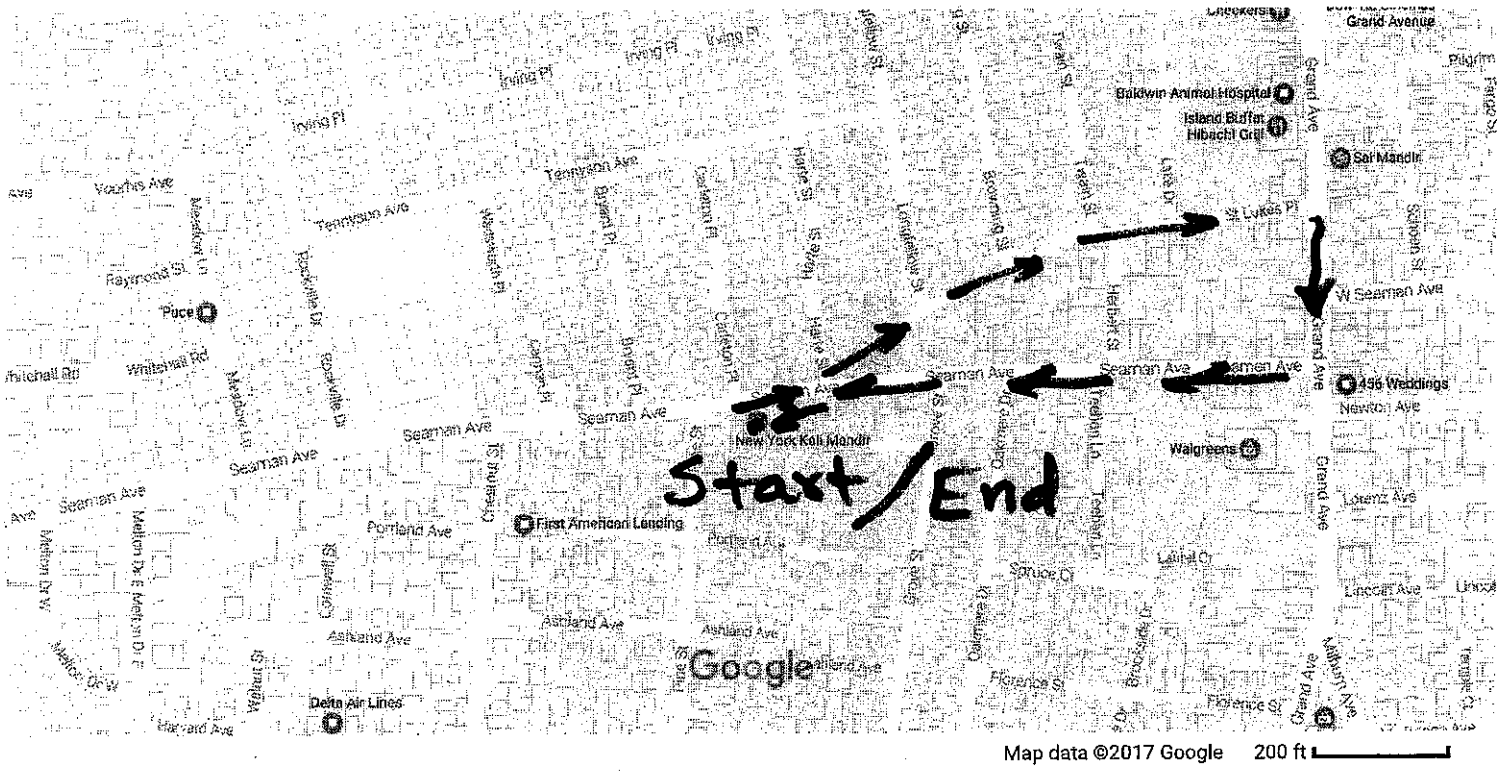
Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing organization is hereby granted permission to conduct a Parade under the conditions stated above.

APPROVED BY DIRECTION OF TOWN OF HEMPSTEAD

Copies to:
 Supervisor
 Council Member

Naomi Ahmed
 Town Clerk

Google Maps





JUN. 9. 2017 12:42PM
ATTO: 1 PCT. S. SANTINO
SUPERVISOR

CHIEF OF PATROL



NO. 552017/P. 1/3 013
NASRIN G. AHMAD
TOWN CLERK

OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

June 09, 2017

Administrative Officer
NCPD 1st Precinct

Re: Parade Date: June 25, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 5:30 PM - 6:30 PM
Organization: New York Kali Mandir
Area(s): Baldwin

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature: *St m [Signature]*
Title: LIEUTENANT
Date: 6/20/17

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF BELLMORE STRIDERS FOR A PARADE
PERMIT FOR A K-RUN HELD IN BELLMORE, NEW YORK, ON
JULY 04, 2017.

WHEREAS, Alex Cuozzo of Bellmore, New York, President Bellmore
Striders of the Bellmore Striders, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held in
Bellmore, New York, on July 04, 2017 from 8:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Alex
Cuozzo, President Bellmore Striders of the Bellmore Striders, 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 #

2

Case #

25843

Anthony J. Santino
Supervisor



Office Use Only

PARADE #

23

Office Use Only

- Parade
- Bikeathon
- K-Run
- Procession

OFFICE OF THE TOWN CLERK
NASRIN G. AHMAD
Town Clerk

One Washington Street Hempstead, NY 11550
Tel: (516) 812-3025 email: licensing@tohmail.org

TOWN OF HEMPSTEAD
TOWN CLERK
2017 MAR - 8 P 4: 39

APPLICATION FOR A PARADE PERMIT

Please Print Clearly

APPLICATION MUST BE FILED THIRTY (30) DAYS BEFORE DATE OF PARADE

1. Name of Applicant: Alex J. Cuzzo		Address: 1988 Bergen Street		Tel #: 516-652-3555
2. Name of Organization: Bellmore Striders		Address: Bellmore, NY 11710		Tel #: 516-652-3555
3. Name of Person in Charge: Alex J. Cuzzo		Address: same as above		Tel #: 516-652-3555
4. Date of Event: July 4, 2017	4a. Alternate Date: none	5. Rain Date: none	6. Start Time: 0800am	7. Approx. End Time: 1100am
8. No. of Persons in Event: 600		9. No. of Vehicles (if any): none		10. Type of Vehicles: n/a
11. No. & Type of Animals (if any): none		12. Max. Intervals Between Units: n/a		13. Max. Length of Event: 4 miles
14. Minimum Speed: 5mph		15. Maximum Speed: 12mph		16. Time of Assembly: 0700am
17. Assembly Area* Grand Ave and Bedford Ave Bellmore		17a. Street 17a. Street	17b. Hamlet / Village Bellmore	

EMAIL ADDRESS: www.bellmore-striders@juno.com

APPLICANT MUST INCLUDE DETAILED MAP OF YOUR ROUTE AS PER NASSAU COUNTY POLICE DEPARTMENT

18. Route of Event and Portion of Street to be Traveled:

See attached map for details.

* SUBMIT WRITTEN APPROVAL FROM PROPERTY OWNER IF ASSEMBLY AREA OR TERMINATION AREA IS NOT OWNED BY APPLICANT'S ORGANIZATION

Signature of Applicant

President-Bellmore Striders
Title

Office Use Only

Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing Organization is hereby granted permission to conduct a Parade under the conditions stated above.

APPROVED BY DIRECTION OF THE TOWN OF HEMPSTEAD

Copies to:

Supervisor:

Council Members:

Town Clerk



Bellmore Striders Independence Day Run

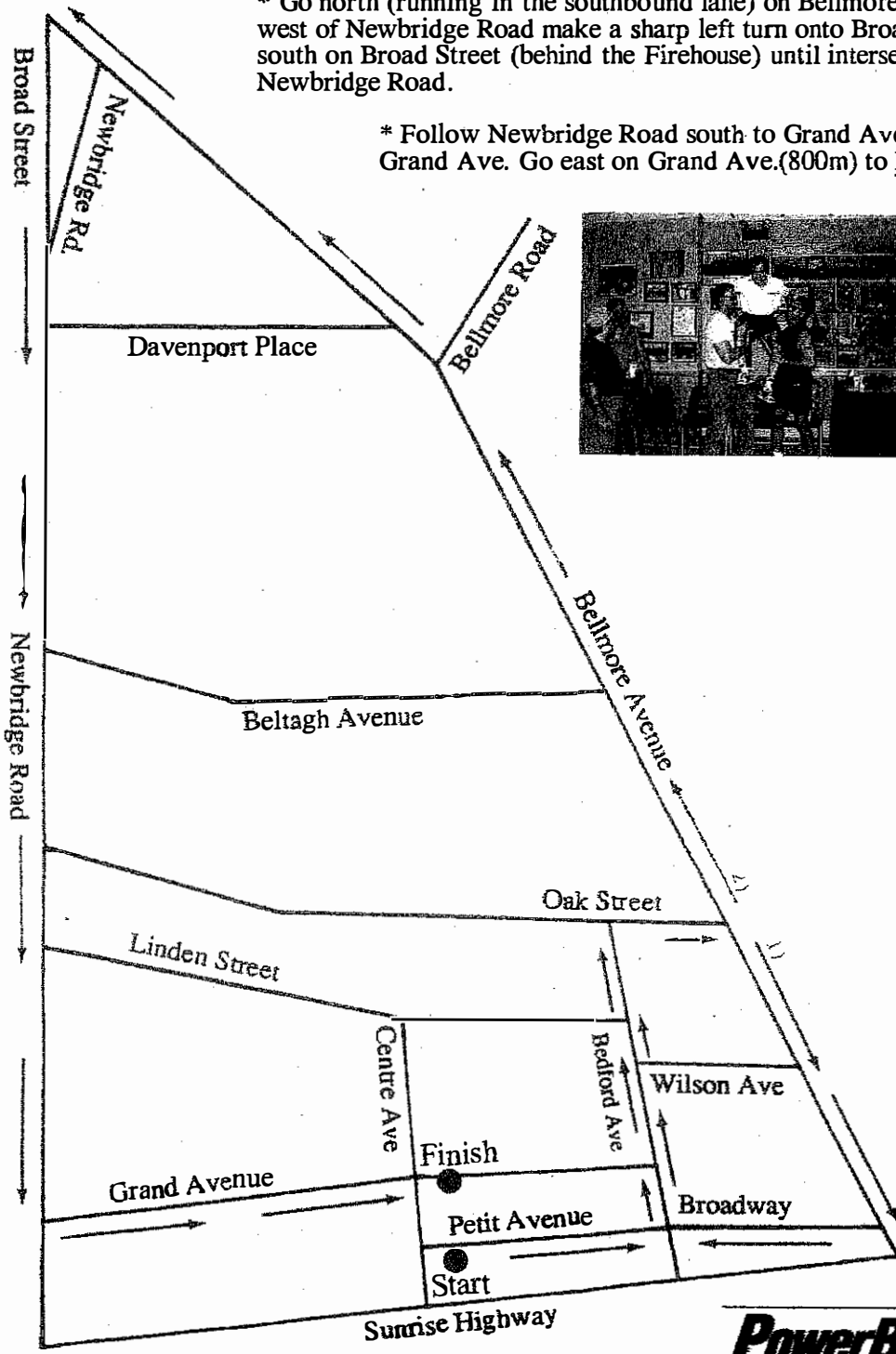


Race Directions

* **START & first mile:** Corner of Petit Ave. and Center Ave. Go east towards Bedford Ave. Go north on Bedford to Oak Street. Right turn on Oak Street. Go east on Oak St. to Bellmore Ave. Right onto Bellmore Ave. Go south on Bellmore Ave. to Broadway. Right turn on Broadway. Go west on Broadway to Bedford Ave. Right turn on Bedford Ave. Go north on Bedford to Oak Street. Right turn on Oak Street. Go east on Oak Street to Bellmore Ave. Left turn onto Bellmore Ave.

* Go north (running in the southbound lane) on Bellmore Ave. One block west of Newbridge Road make a sharp left turn onto Broad Street. Go south on Broad Street (behind the Firehouse) until intersection with Newbridge Road.

* Follow Newbridge Road south to Grand Ave. Left turn onto Grand Ave. Go east on Grand Ave.(800m) to **FINISH**.



Anton's
Queens Village



LONG ISLAND TRACK & FIELD 2017
Grand Prix by Series



Bellmore Striders July 4, 2017

bellmore-striders@juno.com

www.bellmorestriders.com

ANTHONY J. SANTINO
SUPERVISOR



NASRIN G. AHMAD
TOWN CLERK

OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

March 09, 2017

Administrative Officer
NCPD 1st Precinct

Re: Parade Date: July 04, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 8:00 AM - 11:00 AM
Organization: Bellmore Striders
Area(s): Bellmore

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature:
Title: LIEUTENANT
Date: 6/29/17

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF ELMONT
FIRE DEPARTMENT FOR A PARADE PERMIT FOR A
PARADE HELD IN ELMONT, NEW YORK, ON JULY 22, 2017.

WHEREAS, George Pechacek of Elmont, New York, Secretary of the Elmont 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 Elmont, New York, on July 22, 2017 from 5:00 PM to 6:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of George Pechacek, Secretary of the Elmont 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 # 2
Case # 25843



Office Use Only

Parade
 Bikeathon
 K-Run
 Procession

OFFICE OF THE TOWN CLERK
NASRIN G. AHMAD
Town Clerk

One Washington Street Hempstead, NY 11550
Tel: (516) 812-3025 email: licensing@tohmail.org

2017 JUN 13 1 A 2
TOWN OF HEMPSTEAD
TOWN CLERK

APPLICATION FOR A PARADE PERMIT

Please Print Clearly

APPLICATION MUST BE FILED THIRTY (30) DAYS BEFORE DATE OF PARADE

1. Name of Applicant: George Pechacek Address: 95 Lehrer Ave Elmont Tel #: 354-2533

2. Name of Organization: Elmont Fire Dept. Address: "" Tel #: ""

3. Name of Person in Charge: Ch. Ronald Conti Address: "" Tel #: ""

4. Date of Event: 7/22/17 4a. Alternate Date: 5. Rain Date: 6. Start Time: 5:00 PM 7. Approx. End Time: 6:30 PM

8. No. of Persons in Event: 200 9. No. of Vehicles (if any): 50 10. Type of Vehicles: Fire Apparatus

11. No. & Type of Animals (if any): None 12. Max. Intervals Between Units: 10 seconds 13. Max. Length of Event: 1/4 miles

14. Minimum Speed: 5 MPH 15. Maximum Speed: 5 MPH 16. Time of Assembly: 4:00 PM

17. Assembly Area* Elmont Library 17a. Street Hemp. Tpk. 17b. Hamlet / Village Elmont

EMAIL ADDRESS:

APPLICANT MUST INCLUDE DETAILED MAP OF YOUR ROUTE AS PER NASSAU COUNTY POLICE DEPARTMENT

18. Route of Event and Portion of Street to be Traveled:

Start at Elmont Library on Hemp Tpk. Travel west on North Side of Hemp Tpk to Belmont Race Track Gate 3. for Disbursement in Belmont Parking Lot.

* SUBMIT WRITTEN APPROVAL FROM PROPERTY OWNER IF ASSEMBLY AREA OR TERMINATION AREA IS NOT OWNED BY APPLICANT'S ORGANIZATION

George Pechacek
Signature of Applicant

Dept. Sect.
Title

Office Use Only

Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing Organization is hereby granted permission to conduct a Parade under the conditions stated above.

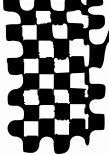
APPROVED BY DIRECTION OF THE TOWN OF HEMPSTEAD

Copies to:

Supervisor:

Council Members:

Nasrin Ahmad
Town Clerk



TO: 5 PCT J. SANTIINO
SUPERVISOR



NASRIN G. AHMAD
TOWN CLERK

OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

June 12, 2017

Administrative Officer
NCPD 5th Precinct

Re: Parade Date: July 22, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 5:00 PM - 6:30 PM
Organization: Elmont Fire Department
Area(s): Elmont

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature:
Title: SERGEANT
Date: 6-13-17



SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT

A National District of Excellence

ELMONT • FLORAL PARK • FRANKLIN SQUARE • NEW HYDE PARK

CENTRAL ADMINISTRATIVE OFFICES

77 Landau Avenue, Floral Park, NY 11001-3603



Ralph P. Ferrie, Ed.D.
Superintendent of Schools
516/488-9800 Ext. 9873
FAX: 516/488-7738
Email: rferrie@sewanhaka.k12.ny.us

June 5, 2017

To Whom It May Concern:

This is to confirm that the Sewanhaka Central High School District has given permission for the Elmont Fire Department to use the Alva T. Stanforth parking lot for staging of apparatus and marchers, for their 7th Battalion Parade. The parade will take place on July 22, 2017, (with a rain date of July 23, 2017), from 3:00 p.m. to 6:00 p.m.

They have formally submitted their request and included their Certificate of Liability Insurance.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Ralph P. Ferrie".

Ralph P. Ferrie, Ed.D.
Superintendent of Schools
Sewanhaka Central High School District

RF:em

Elmont Memorial High School • Floral Park Memorial High School
H. Frank Carey High School • New Hyde Park Memorial High School • Sewanhaka High School

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF OUR LADY OF MT CARMEL FOR A PARADE PERMIT FOR A PARADE HELD IN FRANKLIN SQUARE, NEW YORK, ON JULY 13, 2017. RAIN DATE: JULY 17, 2017.

WHEREAS, Dominick Zangla of Elmont, New York, Feast Chairman of the Our Lady of Mt Carmel, 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 Franklin Square, New York, on July 13, 2017, Rain Date: July 17, 2017, from 7:00 PM to 8:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Dominick Zangla, Feast Chairman of the Our Lady of Mt Carmel, 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 #

2

Case #

25843

#63

Parade
 Bikeathon
 K-run
 Procession

TOWN CLERK
 TOWN OF HEMPSTEAD
 ONE WASHINGTON STREET
 HEMPSTEAD, NEW YORK 11550

2011 MAY 19 A 9:30
 TOWN OF HEMPSTEAD
 TOWN CLERK

APPLICATION FOR A PARADE PERMIT

PRINT CLEARLY OR USE TYPEWRITER - ANSWER ALL QUESTIONS

Application must be filed 30 days before date of parade.

1. Name of Applicant DOMINICK ZANGLA		Address 409 LITCHFIELD AVE ELMONT N.Y.		Telephone No. 516-488-4472
2. Name of Organization OUR LADY OF MOUNT CARMEL		Address 934 STEWART PL FRANKLIN S.Q. N.Y. 11010		Telephone No.
3. Name of Person in Charge DOMINICK ZANGLA		Address 409 LITCHFIELD AVE ELMONT N.Y. 11003		Telephone No. 516-488-4472
4. Date of event. 7-13-17	4A. Rain Date 7-17-17	5. Starting Time 7:00 P.M.	6. Appro. termination time 8:30 PM	
7. No. of persons in event. 300		8. No. of vehicles (if any) 0	9. Type of Vehicles _____	
10. No. & type of animals (if any) 0		11. Max. intervals between units 0	12. Max. Length of Event. 1 BLOCK	
13. Minimum Speed 0		14. Maximum Speed WALKING	15. Time of Assembly 6:30 P.M.	
16. Assembly Area* FRONT STEPS OF 934 STEWART PL. FRANKLIN SQUARE N.Y. 11010		16A Street	16B Hamlet Village	
17. Route of Event And Portion of Street To Be Traveled PROCESSION WILL COMMENCE AT STEPS OF BUILDING ON STEWART PL. WE WILL PROCEED EAST ON STEWART PL. TO REGENT CT WE WILL MAKE A LEFT TURN ON REGENT CT & PROCEED NORTH ON CATHEDRAL AVE. WE WILL MAKE LEFT TURN ON SEIDMAN PL GOING 100 YARDS INTO DEAD END. WE WILL THEN GO NORTH BACK TO STEWART PL & PROCEED BACK TO FRONT STEPS OF OUR BUILDING				
*SUBMIT WRITTEN APPROVAL OF PROPERTY OWNER OF ASSEMBLY AND TERMINATION AREAS IF NOT OWNED BY APPLICANT'S ORGANIZATION				

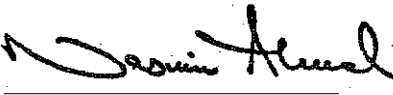

 Signature of Applicant
FEAST CHAIRMAN
 Title

FOR OFFICE USE

Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing organization is hereby granted permission to conduct a Parade under the conditions stated above.

APPROVED BY DIRECTION OF TOWN OF HEMPSTEAD

Copies to:
 Supervisor
 Council Member


 Town Clerk



OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET - HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

May 19, 2017

Administrative Officer
NCPD 5th Precinct

Re: Parade Date: July 13, 2017
Alternate Date: July 17, 2017
Rain Date: July 17, 2017
Time: 7:00 PM - 8:30 PM
Organization: Our Lady of Mt Carmel
Area(s): Franklin Square

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature:
Title: Sergeant
Date: 5-22-2017

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF JIMI GUBELLI FOUNDATION FOR A
PARADE PERMIT FOR A K-RUN HELD IN HARBOR ISLAND,
NEW YORK, ON JUNE 24, 2017.

WHEREAS, Anthony D'esposito of Island Park, New York, Founder of the
Jimi Gubelli Foundation, New York has filed an application with the Town Clerk of
the Town of Hempstead, for a Parade Permit for a K-Run to be held in Harbor
Island, New York, on June 24, 2017 from 9:30 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 GRANTING of the aforesaid application of Anthony
D'esposito, Founder of the Jimi Gubelli Foundation, 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 # 2
Case # 25843



OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

February 22, 2017

Administrative Officer
NCPD 4th Precinct

Re: Parade Date: June 24, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 9:30 AM - 10:30 AM
Organization: Jimi Gubelli Foundation
Area(s): Harbor Island

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization,

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED

DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature:
Title: Sergeant
Date: 2/26/17

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF ISLAND
PARK FIRE DEPARTMENT FOR A PARADE PERMIT FOR A
PARADE HELD IN HARBOR ISLAND, NEW YORK, ON JULY 15,
2017.

WHEREAS, James Miotto of Island Park, New York, Chief Of Department
of the Island Park 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 Harbor Island, New York, on July 15, 2017 from 5:00 PM to 7:00 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 of the aforesaid application of James Miotto, Chief
Of Department of the Island Park 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 #

2

case

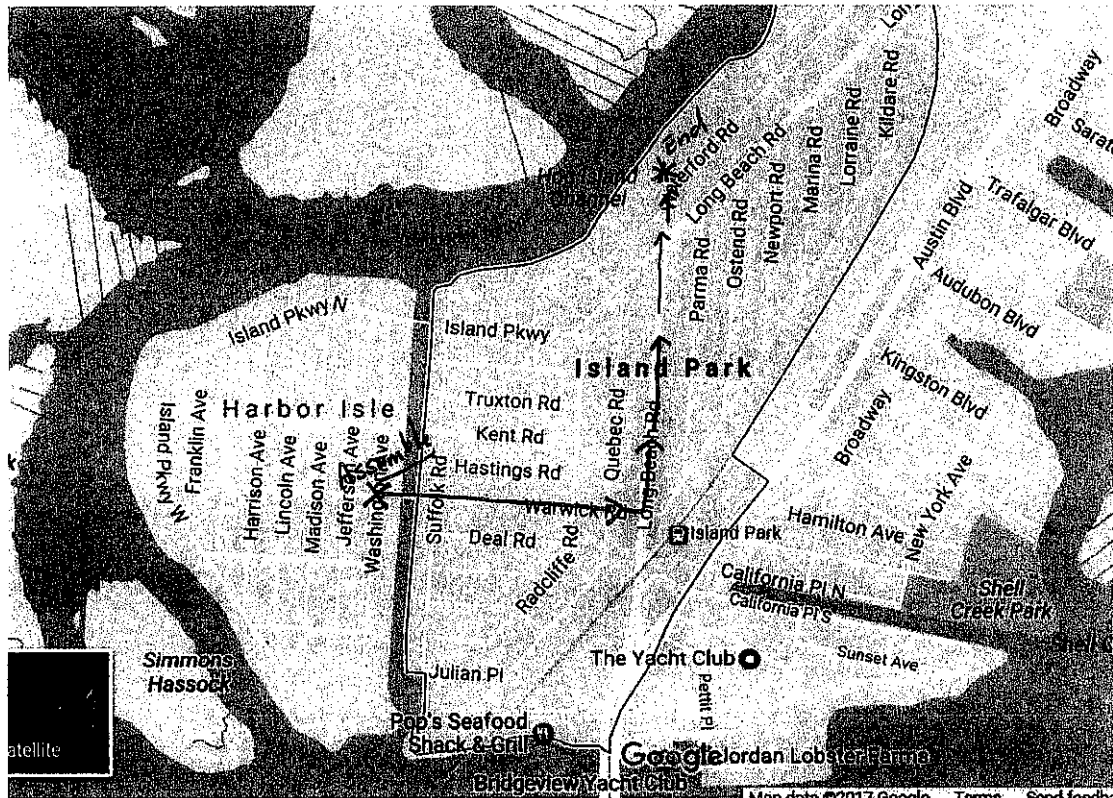
25843

Village of Island Park

Saturday July 15, 2017—2nd Battalion Parade

Parade Route:

Assembly on Washington Avenue and Warwick Blvd East to Long Beach Road then South on Long Beach Road to Waterford Road onto Masone Beach at 25 Waterford Road.





OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

May 19, 2017

Administrative Officer
NCPD 4th Precinct

Re: Parade Date: July 15, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 5:00 PM - 7:00 PM
Organization: Island Park Fire Department
Area(s): Harbor Island

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,
Nasrin Ahmadi

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature: *[Signature]*
Title: *Sergeant*
Date: *5/23/17*

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF YESHIVA
KETENA OF LONG ISLAND FOR A PARADE PERMIT FOR A
PARADE HELD IN INWOOD, NEW YORK, ON AUGUST 06, 2017.

WHEREAS, Chani Berkovits of Inwood, New York, Administrator of the
Yeshiva Ketena of Long Island, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in
Inwood, New York, on August 06, 2017 from 6:00 PM to 7:00 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 of the aforesaid application of Chani Berkovits,
Administrator of the Yeshiva Ketena of Long Island, 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 # 2

Case # 25843



Office Use Only

Parade

Bikeathon

K-Run

Procession

OFFICE OF THE TOWN CLERK
NASRIN G. AHMAD
Town Clerk

One Washington Street, Hempstead, NY 11550
Tel: (516) 812-3025 email: licensing@tohmail.org

2017 MAY 31 A 12:50
TOWN OF HEMPSTEAD
TOWN CLERK

APPLICATION FOR A PARADE PERMIT

Please Print Clearly

APPLICATION MUST BE FILED THIRTY (30) DAYS BEFORE DATE OF PARADE

1. Name of Applicant: <u>Chani Berkovits</u>		Address: <u>321 Daughy Blvd</u>		Tel #: <u>516 791 2800 1032</u>	
2. Name of Organization: <u>Yeshiva Ketana of Long Island</u>		Address: <u>321 Daughy Blvd</u>		Tel #: <u>516 791 2800</u>	
3. Name of Person in Charge: <u>Rabbi Ari Ginitan</u>		Address: <u>321 Daughy Blvd</u>		Tel #: <u>516 791 2800 #1017</u>	
4. Date of Event: <u>08/06/17</u>	4a. Alternate Date:	5. Rain Date:	6. Start Time: <u>6:00pm</u>	7. Approx. End Time: <u>7:00pm</u>	
8. No. of Persons in Event: <u>200</u>	9. No. of Vehicles (if any): <u>1</u>		10. Type of Vehicles: <u>10 foot truck</u>		
11. No. & Type of Animals (if any): <u>N/A</u>	12. Max. Intervals Between Units: <u>N/A</u>		13. Max. Length of Event: <u>1 hour</u>		
14. Minimum Speed: <u>5 miles/hr</u>	15. Maximum Speed: <u>10 miles/hr</u>		16. Time of Assembly: <u>5:30pm</u>		
17. Assembly Area* <u>Yeshiva Ketana</u>		17a. Street: <u>321 Daughy Blvd</u>		17b. Hamlet / Village: <u>Inwood</u>	

EMAIL ADDRESS: Cberkovits@YKLI.org

APPLICANT MUST INCLUDE DETAILED MAP OF YOUR ROUTE AS PER NASSAU COUNTY POLICE DEPARTMENT

18. Route of Event and Portion of Street to be Traveled:
Please see attached maps

Head North on Daughy Blvd. Head East on Crescent St. Head South on Roosevelt Ave. Head West on Rhinehart Pl. Head North on Daughy Blvd until turning left in to 321 parking lot.

* SUBMIT WRITTEN APPROVAL FROM PROPERTY OWNER IF ASSEMBLY AREA OR TERMINATION AREA IS NOT OWNED BY APPLICANT'S ORGANIZATION

[Signature]
Signature of Applicant

Administrator
Title

Office Use Only

Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing Organization is hereby granted permission to conduct a Parade under the conditions stated above.

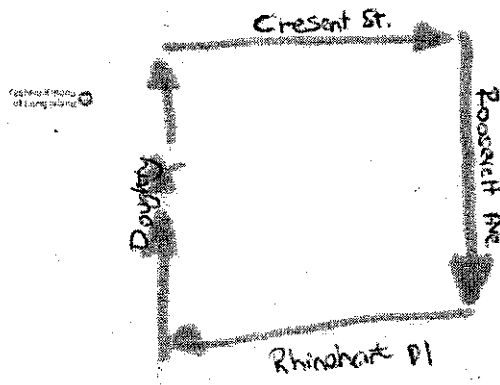
APPROVED BY DIRECTION OF THE TOWN OF HEMPSTEAD

Copies to:
Supervisor:

Council Members:

[Signature]
Town Clerk

Google Maps



Chickadee Pond
of Long Island

KV Auto Repair

East Texas Early
Learning Center

Genius
Box

Alan Weiss MD
D.O. Dermatologist
Shelli Shiner Family
Medical Associates

Google

Joseph T. Galtney's
Funeral Home

Map data ©2017 Google 50 ft



OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

May 31, 2017

Administrative Officer
NCPD 4th Precinct

Re: Parade Date: August 06, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 6:00 PM - 7:00 PM
Organization: Yeshiva Ketena of Long Island
Area(s): Inwood

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED

DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature:
Title: Sgt. J. S. ...
Date: 6/12/17

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF ST. MARINA SOCIETY FOR A PARADE PERMIT FOR A PROCESSION HELD IN INWOOD, NEW YORK, ON JULY 15, 2017.

WHEREAS, Marino Curra of Lynbrook, New York, Vice President of the St. Marina Society, 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 Inwood, New York, on July 15, 2017 from 11:00 AM to 2:00 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 of the aforesaid application of Marino Curra, Vice President of the St. Marina Society, 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 #

2

Case #

25843

OFFICE OF THE TOWN CLERK

Parade
 Bikeathon
 K-run
 Procession

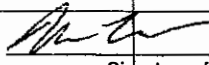
TOWN CLERK
 TOWN OF HEMPSTEAD
 ONE WASHINGTON STREET
 HEMPSTEAD, NEW YORK 11550

APPLICATION FOR A PARADE PERMIT

PRINT CLEARLY OR USE TYPEWRITER - ANSWER ALL QUESTIONS

Application must be filed 30 days before date of parade.

1. Name of Applicant MARINO CURRA		Address 15 Second ST LYNNWOOD (516) 312-5030		Telephone No. (516) 312-5030
2. Name of Organization ST. MARINA SOCIETY		Address 68 Wanser AVE INWOOD (516)		Telephone No.
3. Name of Person in Charge SAL ZIMATO President / MARINO CURRA Vice-president		Address 15 Second St LYNNWOOD (516) 312-5030		Telephone No.
4. Date of event July 15 th	4A. Rain Date None	5. Starting Time 11:00 A.M.	6. Appro. termination time 2:00 P.M.	
7. No. of persons in event Approx. 200	8. No. of vehicles (if any) 2	9. Type of Vehicles S		
10. No. & type of animals (if any) 0	11. Max. intervals between units 0	12. Max. Length of Event. 2 miles		
13. Minimum Speed Walking	14. Maximum Speed Walking	15. Time of Assembly 9:30 A.M.		
16. Assembly Area Our Lady of Good Council Church	16A Street 47 Wanser AVE	16B Hamlet Village INWOOD		
17. Route of Event And Portion of Street To Be Traveled				
STARTING at church (68 Wanser AVE) proceeding down Wanser AVE to Doughty Blvd proceeding down Doughty Blvd to Mott AVE Making right on Mott AVE. Proceeding down to Church ST. Making right down Church. Proceeding down Church ST to Wanser AVE Making right on Wanser AVE. Proceeding left down Wanser AVE into Church Parking Lot.				
*SUBMIT WRITTEN APPROVAL OF PROPERTY OWNER OF ASSEMBLY AND TERMINATION AREAS IF NOT OWNED BY APPLICANT'S ORGANIZATION				


 Signature of Applicant
 Vice-President
 Title

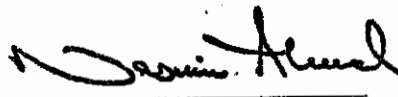
FOR OFFICE USE

FOR OFFICE USE

Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing organization is hereby granted permission to conduct a Parade under the conditions stated above.

APPROVED BY DIRECTION OF TOWN OF HEMPSTEAD

Copies to:
 Supervisor
 Council Member


 Town Clerk



Our Lady of Good Counsel
Street View

(516) 239-0930

The Towns Nissim

Inwood Country Club

Yeshiva Camp
of Long Island

Our Lady of
Good Counsel

Temple Israel
Religious School

OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

June 13, 2017

Administrative Officer
NCPD 4th Precinct

Re: Parade Date: July 15, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 11:00 AM - 2:00 PM
Organization: St. Marina Society
Area(s): Inwood

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,



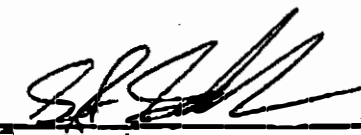
NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature: 
Title: Sergeant
Date: 6/20/17

NO. 1603 P. 1

4PCT ADMIN

JUN. 20. 2017 11:22AM

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF INWOOD
BUCCANEERS FOR A PARADE PERMIT FOR A K-RUN HELD IN
INWOOD, NEW YORK, ON OCTOBER 08, 2017.

WHEREAS, Michael Derosa of Lawrence, New York, Director of the
Inwood Buccaneers, New York has filed an application with the Town Clerk of the
Town of Hempstead, for a Parade Permit for a K-Run to be held in Inwood, New
York, on October 08, 2017 from 9:00 AM to 10:00 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 of the aforesaid application of Michael Derosa,
Director of the Inwood Buccaneers, 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 # 2

Case # 25843



Office Use Only

Parade

Bikeathon

K-Run

Procession

OFFICE OF THE TOWN CLERK
NASRIN G. AHMAD
Town Clerk

One Washington Street Hempstead, NY 11550
Tel: (516) 812-3025 email: licensing@tohmail.org

2017 JUN 26 P 10:43

TOWN OF HEMPSTEAD
TOWN CLERK

APPLICATION FOR A PARADE PERMIT

Please Print Clearly

APPLICATION MUST BE FILED THIRTY (30) DAYS BEFORE DATE OF PARADE

1. Name of Applicant: Inwood 5K Run		Address: 208 Lawrence Ave., Lawrence 11559		Tel #: 516-239-5405	
2. Name of Organization: Inwood Buccaneers		Address: P.O. Box 144, Inwood 11096		Tel #:	
3. Name of Person in Charge: Michael DeRosa		Address: 208 Lawrence Ave., Lawrence 11559		Tel #: 516-239-5405	
4. Date of Event: Oct. 8, 2017	4a. Alternate Date:	5. Rain Date:	6. Start Time: 9:00 am	7. Approx. End Time: 10:00 am	
8. No. of Persons in Event: 250		9. No. of Vehicles (if any): 0		10. Type of Vehicles:	
11. No. & Type of Animals (if any): 0		12. Max. Intervals Between Units: 0		13. Max. Length of Event: 1 Hour	
14. Minimum Speed: 3 mph		15. Maximum Speed: 20 mph		16. Time of Assembly: 8:00 am	
17. Assembly Area* Inwood Park		17a. Street Bayview Ave., I		17b. Hamlet / Village Inwood 11096	

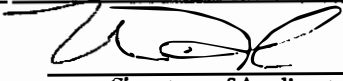
EMAIL ADDRESS: derosa212@gmail.com

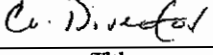
APPLICANT MUST INCLUDE DETAILED MAP OF YOUR ROUTE AS PER NASSAU COUNTY POLICE DEPARTMENT

18. Route of Event and Portion of Street to be Traveled:

Inwood Park (End Bayview Ave.) to Doughty Blvd. Left on Doughty to Healy Ave. Left on Healy to Westville Rd. Right on Westville Rd and Rt. on Soloff Blvd. Follow to Cheshire Rd. Left on Cheshire to Sprague Rd. Left on Sprague to Soloff Blvd. Rt. on Soloff to Donahue Ave. Left on Donahue Ave. to Sheridan Blvd. Sheridan Blvd to Bayview Ave. Rt on Bayview to End at Inwood Park.

* SUBMIT WRITTEN APPROVAL FROM PROPERTY OWNER IF ASSEMBLY AREA OR TERMINATION AREA IS NOT OWNED BY APPLICANT'S ORGANIZATION


Signature of Applicant


Title

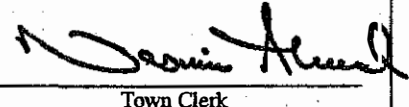
Office Use Only

Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing Organization is hereby granted permission to conduct a Parade under the conditions stated above.

APPROVED BY DIRECTION OF THE TOWN OF HEMPSTEAD

Copies to:
Supervisor:

Council Members:


Town Clerk

Inwood SK Run

Race Course

Inwood
Park

Bayview Ave.

Bayview Ave.

Sheridan Blvd.

Donohue Ave.

Doughty Blvd.

Henly Ave.

Westville Rd.

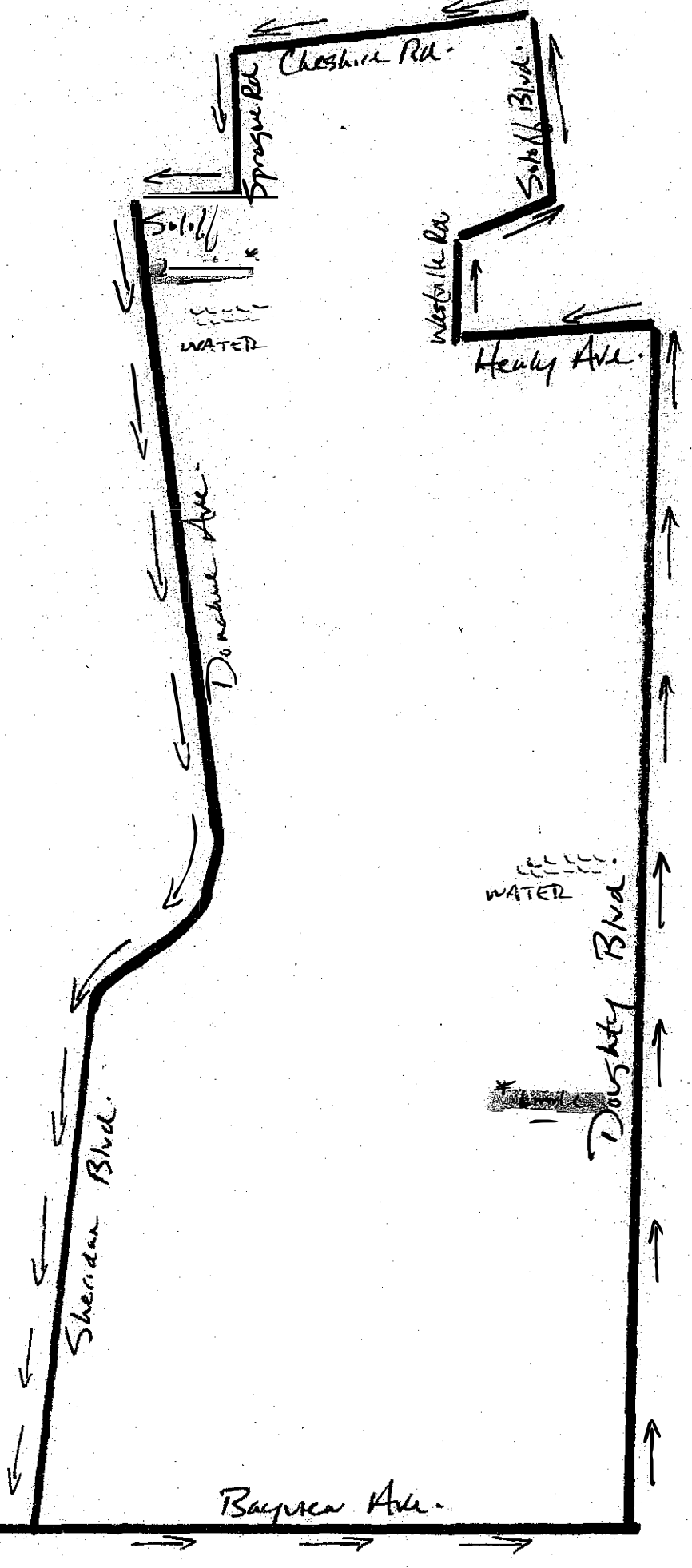
WATER

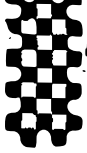
WATER

Cheshire Rd.

Sprague Rd.

Solih Blvd.





ANTHONY J. SANTINO
SUPERVISOR



NASRIN G. AHMAD
TOWN CLERK

OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

June 26, 2017

Administrative Officer
NCPD 4th Precinct

Re: Parade Date: October 08, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 9:00 AM - 10:00 AM
Organization: Inwood Buccaneers
Area(s): Inwood

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

Re: Parade Date:
Sponsoring Organization
Response

APPROVED
 DENIED

Signature:
Title: Sergeant
Date: 06/28/17

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF TOWN OF
HEMSPTEAD PARK'S DEPT. FOR A PARADE PERMIT FOR A
PARADE HELD IN LIDO BEACH, NEW YORK, ON SEPTEMBER
09, 2017.

WHEREAS, Barbara Simms of Hempstead, New York, Recreation
Director of the Town of Hempstead Park's Dept., New York has filed an
application with the Town Clerk of the Town of Hempstead, for a Parade Permit
for a Parade to be held in Lido Beach, New York, on September 09, 2017 from
8:00 AM to 1:00 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 of the aforesaid application of Barbara Simms,
Recreation Director of the Town of Hempstead Park's Dept., 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 #

2

Case #

25843



PARADE #

Office Use Only

Parade

Bikeathon

K-Run

Procession

OFFICE OF THE TOWN CLERK
NASRIN G. AHMAD
 Town Clerk
 One Washington Street Hempstead, NY 11550
 Tel: (516) 812-3025 email: licensing@tohmail.org

2011 MAY 31 A 2:55
 TOWN OF HEMPSTEAD
 TOWN CLERK

APPLICATION FOR A PARADE PERMIT

Please Print Clearly

APPLICATION MUST BE FILED THIRTY (30) DAYS BEFORE DATE OF PARADE

1. Name of Applicant: <u>Town of Hempstead, Dept. of Parks + rec. Hempstead 11550</u>		Address: <u>200 N. Franklin Stel #: 292-9000</u>		Tel #: <u>EXT. 7662</u>	
2. Name of Organization: <u>DEPT. of Parks + Recreation</u>		Address: <u>Same as above</u>		Tel #: <u>Same as above</u>	
3. Name of Person in Charge: <u>Barbara Simms</u>		Address: <u>Same as above</u>		Tel #: <u>Same as above</u>	
4. Date of Event: <u>Sat. 9/9/17</u>	4a. Alternate Date: <u>None</u>	5. Rain Date: <u>None</u>	6. Start Time: <u>9:00 am</u>	7. Approx. End Time: <u>1:00 pm</u>	
8. No. of Persons in Event: <u>300</u>		9. No. of Vehicles (if any): <u>None</u>		10. Type of Vehicles: <u>None</u>	
11. No. & Type of Animals (if any): <u>N/A</u>		12. Max. Intervals Between Units: <u>N/A</u>		13. Max. Length of Event: <u>N/A</u>	
14. Minimum Speed: <u>N/A</u>		15. Maximum Speed: <u>N/A</u>		16. Time of Assembly: <u>N/A</u>	
17. Assembly Area* <u>Town Park, Lido Beach</u>		17a. Street <u>630 Lido Blvd.</u>	17b. Hamlet / Village		
EMAIL ADDRESS: <u>barbsim@tohmail.org</u>					

APPLICANT MUST INCLUDE DETAILED MAP OF YOUR ROUTE AS PER NASSAU COUNTY POLICE DEPARTMENT

18. Route of Event and Portion of Street to be Traveled:
The event is a Triathlon, consisting of a 3/4 mile ocean swim, an 8 mile bike course and 3 mile run. The 8 mile bike course will follow the route shown on map #1. The 3 mile run will follow the route shown on map #2.
Please see attached maps.

*** SUBMIT WRITTEN APPROVAL FROM PROPERTY OWNER IF ASSEMBLY AREA OR TERMINATION AREA IS NOT OWNED BY APPLICANT'S ORGANIZATION**

Barbara Simms Signature of Applicant Recreation Director Title

Office Use Only

Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing Organization is hereby granted permission to conduct a Parade under the conditions stated above.

APPROVED BY DIRECTION OF THE TOWN OF HEMPSTEAD

Copies to:
 Supervisor: ✓
 Council Members: ✓

Nasrin Ahmad
 Town Clerk



OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

June 02, 2017

Administrative Officer
NCPD 4th Precinct

Re: Parade Date: September 09, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 8:00 AM - 1:00 PM
Organization: Town of Hempstead Park's Dept.
Area(s): Lido Beach

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

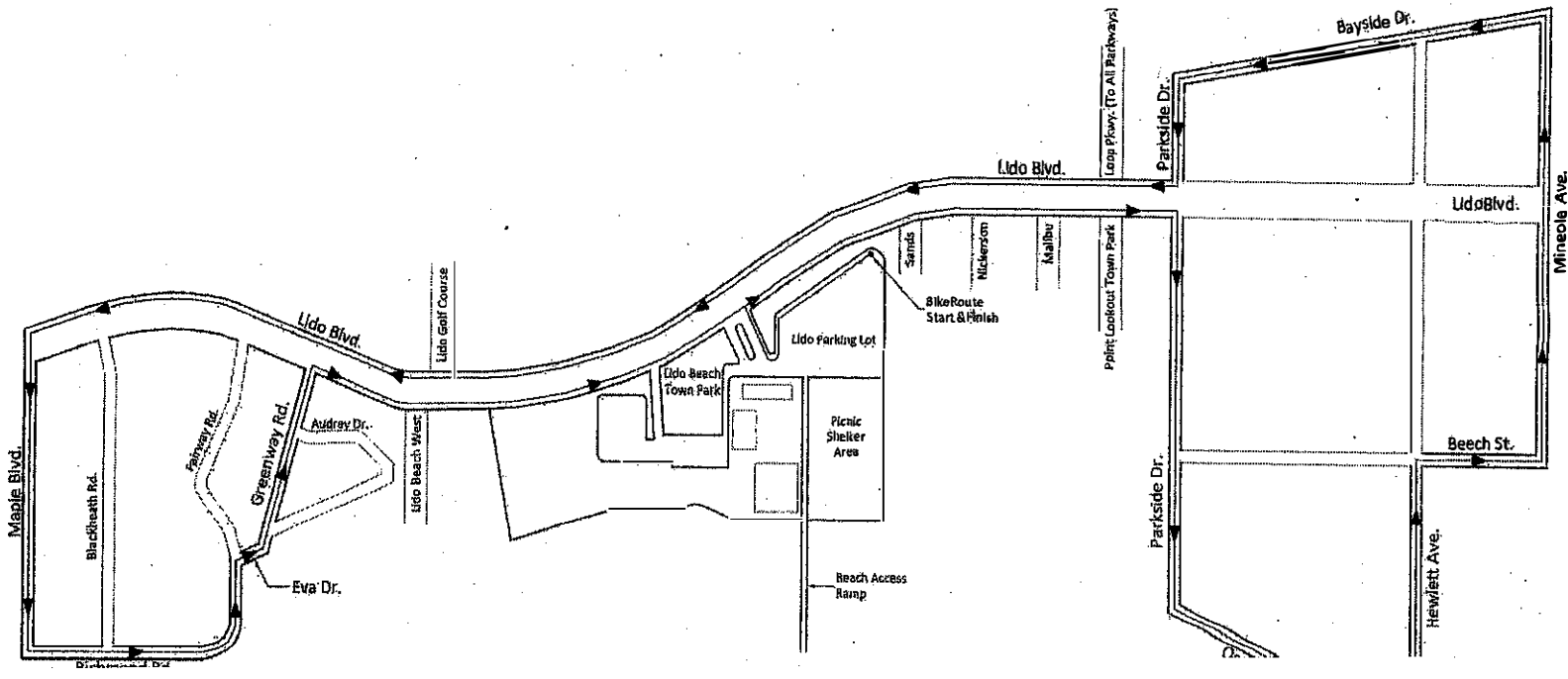
APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature:
Title: SECRET
Date: 6/12/17

NO. 1569 P. 1

JUN. 12. 2017 4:58PM
4PCT ADMIN



CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF
LUSTGARTEN FOUNDATION FOR A PARADE PERMIT FOR A K-
RUN HELD IN WANTAGH, NEW YORK, ON JULY 22, 2017.

WHEREAS, Justin Rockitter of Wantagh, New York, Race Director of the
Lustgarten Foundation, New York has filed an application with the Town Clerk of
the Town of Hempstead, for a Parade Permit for a K-Run to be held in Wantagh,
New York, on July 22, 2017 from 8:30 AM to 10:00 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 of the aforesaid application of Justin Rockitter, Race
Director of the Lustgarten Foundation, 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 #

2

Case #

25843



OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

May 08, 2017

Administrative Officer
NCPD 1st Precinct

Re: Parade Date: July 22, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 7:00 AM - 11:30 AM - *check TIME*
Organization: Lustgarten Foundation
Area(s): Wantagh

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature: *[Handwritten Signature]*
Title: LIEUTENANT
Date: 6/29/17

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF YOUNG
ISRAEL OF WEST HEMPSTEAD FOR A PARADE PERMIT FOR A
PARADE HELD IN W HEMPSTEAD, NEW YORK, ON OCTOBER
12, 2017.

WHEREAS, Ronnie Weinstein of W Hempstead, New York, Administrator
of the Young Israel of West Hempstead, New York has filed an application with
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be
held in W Hempstead, New York, on October 12, 2017 from 6:00 PM to 10:00
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 of the aforesaid application of Ronnie Weinstein,
Administrator of the Young Israel of West Hempstead, 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 # 2

Case # 25843



PARADE #

Office Use Only

Parade	<input checked="" type="checkbox"/>
Bikeathon	<input type="checkbox"/>
K-Run	<input type="checkbox"/>
Procession	<input type="checkbox"/>

OFFICE OF THE TOWN CLERK
NASRIN G. AHMAD
Town Clerk

One Washington Street Hempstead, NY 11550
Tel: (516) 812-3025 email: licensing@tohmail.org

2017 JUN 21 A 2:45

TOWN OF HEMPSTEAD
TOWN CLERK

APPLICATION FOR A PARADE PERMIT

Please Print Clearly

APPLICATION MUST BE FILED THIRTY (30) DAYS BEFORE DATE OF PARADE

1. Name of Applicant: Ronnie Weinstein		Address: 630 Hempstead Ave, W.Hempstead, NY		Tel #: 516-481-7429x3
2. Name of Organization: Young Israel of West Hempstead		Address: 430 Hempstead Ave, W.Hempstead, NY		Tel #: 516-481-7429
3. Name of Person in Charge: Ronnie Weinstein		Address: Same as above		Tel #: 516-481-7429x3
4. Date of Event: October 12, 2017	4a. Alternate Date: N/A	5. Rain Date: N/A	6. Start Time: 6:00 PM	7. Approx. End Time: 10:00 PM
8. No. of Persons in Event: 500		9. No. of Vehicles (if any): N/A		10. Type of Vehicles: N/A
11. No. & Type of Animals (if any): N/A		12. Max. Intervals Between Units: N/A		13. Max. Length of Event: N/A
14. Minimum Speed: N/A		15. Maximum Speed: N/A		16. Time of Assembly: 6:00 PM
17. Assembly Area* HEMPSTEAD AVENUE		17a. Street BETWEEN WALKER PL. AND ELM ST.	17b. Hamlet / Village WEST HEMPSTEAD	

EMAIL ADDRESS: adminstrator@yiw.org

APPLICANT MUST INCLUDE DETAILED MAP OF YOUR ROUTE AS PER NASSAU COUNTY POLICE DEPARTMENT

18. Route of Event and Portion of Street to be Traveled:

THIS IS OUR ANNUAL SIMCHAT TORAH HOLIDAY CELEBRATION HELD IN FRONT OF

THE SYNOGOGUE

* SUBMIT WRITTEN APPROVAL FROM PROPERTY OWNER IF ASSEMBLY AREA OR TERMINATION AREA IS NOT OWNED BY APPLICANT'S ORGANIZATION

Ronnie Weinstein
Signature of Applicant

Administrator
Title

Office Use Only

Having filed an application pursuant to Chapter 117, Code of the Town of Hempstead entitled Parades, the foregoing Organization is hereby granted permission to conduct a Parade under the conditions stated above.

APPROVED BY DIRECTION OF THE TOWN OF HEMPSTEAD

Copies to:
Supervisor: _____
Council Members: _____

Nasrin Ahmad
Town Clerk



OFFICE OF THE TOWN CLERK
ONE WASHINGTON STREET • HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000

June 20, 2017

Administrative Officer
NCPD 5th Precinct

Re: Parade Date: October 12, 2017
Alternate Date: N/A
Rain Date: N/A
Time: 6:00 PM - 10:00 PM
Organization: Young Isarel of West Hempstead
Area(s): W Hempstead

Dear Administrative Officer:

The enclosed application for a Parade Approval was recently submitted by the subject organization.

We would appreciate your reviewing the enclosed application and responding to this office concerning protection of this event at the time and places described.

Your early reply on the response form below is requested in order that we may communicate with the requesting organization at the earliest possible time.

Sincerely,

NASRIN G. AHMAD
Hempstead Town Clerk

CC: Chief of Patrol

To: Office of the Town Clerk
Town of Hempstead

APPROVED
 DENIED

Re: Parade Date:
Sponsoring Organization
Response

Signature:
Title: Sergeant
Date: 6-21-17

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF ARTHUR STREET, 280 FEET WEST OF MADISON STREET. SEC 54, BLOCK 434, AND LOT (S) 57-58, A/K/A 648 ARTHUR 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 648 Arthur 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 November 17, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have fifty feet (50') 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 and have one (1) thirty nine inch by eighty four inch (39" x 84") door secured with one half inch (1/2") four (4) ply plywood, located at 648 Arthur Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$772.80, the cost associated with the emergency services provided at 648 Arthur 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 \$872.80 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com


Fax # 631-543-1188 www.gappsi.com

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Invoice

Date	Estimate #
11/17/2016	16791

Description	Qty	Rate	Amount
***** 648 Arthur St, Baldwin ***** Inspector: Chris Curran		0.00	0.00
Tax I.D. Number for Payment: 		0.00	0.00
(50') 6 foot-high fence installed with 1 5/8" poles and #9 gauge wire top and bottom	50	14.00	700.00
(1) 39" x 84" door secured with 1/2" 4-ply plywood	22.75	3.20	72.80
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$772.80		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00

Total \$772.80

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF LINCOLN STREET, 360 FEET WEST OF MADISON STREET. SEC 54, BLOCK 433, AND LOT (S) 23, A/K/A 635 LINCOLN 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 635 Lincoln 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 20, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open and re-secure one (1) thirty two inch by eighty inch (32" x 80") door, located at 635 Lincoln Street, 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 635 Lincoln 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 \$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

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com

Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/20/2017	17013

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Description	Qty	Rate	Amount
***** 635 Lincoln Street, Baldwin, NY ***** Inspector: Chris Curran		0.00	0.00
Tax I.D. Number for Payment: [REDACTED]		0.00	0.00
Town of Hempstead Service Call \$180.00		180.00	180.00
open and resecure door (32" x 80")		0.00	0.00
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$180.00		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$180.00

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF NORTH BOULEVARD, 60 FEET EAST OF BAISLEY AVENUE. SEC 42, BLOCK 20, AND LOT (S) 124, A/K/A 28 NORTH BOULEVARD, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 28 North 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 13, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one hundred forty six feet (146') 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 28 North Boulevard, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,044.00, the cost associated with the emergency services provided at 28 North Boulevard, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,144.00 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

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com

Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/13/2017	17005

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Description	Qty	Rate	Amount
***** 28 North Blvd, East Rockaway, NY ***** Inspector: John Lipinski		0.00	0.00
Tax I.D. Number for Payment: [REDACTED]		0.00	0.00
(1) 146' of 6 foot-high fence installed with 1 5/8" poles and #9 gauge wire top and bottom	146	14.00	2,044.00
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$2,044.00		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$2,044.00

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 MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE SOUTHWEST CORNER OF HEMPSTEAD TURNPIKE AND FRANKLIN AVENUE. SEC 35, BLOCK 4, AND LOT (S) 128, A/K/A 979 HEMPSTEAD TURNPIKE, FRANKLIN SQUARE, 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 979 Hempstead Turnpike, Franklin Square, 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 6, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install three (3) lock and hasps, located at 979 Hempstead Turnpike, Franklin Square;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$216.00, the cost associated with the emergency services provided at 979 Hempstead Turnpike, Franklin Square, 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 \$416.00 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

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com


Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/6/2017	16987

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Description	Qty	Rate	Amount
***** 979 Hempstead Tpke, Franklin Square, NY ***** Inspector: Doug Groth		0.00	0.00
Tax I.D. Number for Payment: 		0.00	0.00
(3) Lock & Hasps Layouts as discussed with Gappsi.	3	72.00	216.00
Your final payment is: \$216.00		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$216.00

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTHEAST CORNER OF LENOX ROAD AND OCEANSIDE PARKWAY. SEC 54, BLOCK 255, AND LOT (S) 263-265, A/K/A 2887 LENOX 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 2887 Lenox 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 6, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) thirty six inch by eighty two inch (36" x 82") doors secured with one half inch (1/2") four (4) ply plywood, two (2) thirty eight inch by eighty two inch (38" x 82") doors secured with one half inch (1/2") four (4) ply plywood and one (1) thirty five inch by fifty two inch (35" x 52") window boarded with one half inch (1/2") four (4) ply plywood, located at 2887 Lenox Road, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$310.15, the cost associated with the emergency services provided at 2887 Lenox Road, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$410.15 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 3

NOES:

Case # 6542

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com

Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/6/2017	16984

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Description	Qty	Rate	Amount
***** 2887 Lenox Road, Oceanside, NY ***** Inspector: Doug Groth		0.00	0.00
Tax I.D. Number for Payment: XXXXXXXXXX		0.00	0.00
(2) 36" x 82" door secured with 1/2" 4-ply plywood	41	3.20	131.20
(2) 38" x 82" door secured with 1/2" 4-ply plywood	43.28	3.20	138.50
(1) 35" x 52" Windows boarded with 1/2" 4 ply plywood	12.64	3.20	40.45
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$310.15		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$310.15

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE NORTH SIDE OF MOREA STREET, 100 FEET WEST OF WEIDNER AVENUE. SEC 43, BLOCK 220, AND LOT (S) 147, A/K/A 450 MOREA STREET, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 450 Morea Street, 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 20, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty two inch by sixty nine inch (32" x 69") window boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty four inch by thirty two inch (24" x 32") soffits boarded and one (1) eighteen inch by thirty inch (18" x 30") hole in roof boarded, located at 450 Morea Street, 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 450 Morea Street, 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



1015 West Jericho Turnpike
 Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com

Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/20/2017	17011

Customer Information:

Town of Hempstead
 1 Washington St.
 Hempstead, NY

Description	Qty	Rate	Amount
***** 450 Morea Street, Oceanside, NY ***** Inspector: Doug Groth		0.00	0.00
Tax I.D. Number for Payment: [REDACTED]		0.00	0.00
Town of Hempstead Service Call \$180.00		180.00	180.00
(1) 32" x 69" Windows boarded with 1/2" 4 ply plywood			0.00
(2) 24" x 32" Soffit		0.00	0.00
(1) 18" x 30" hole in roof		0.00	0.00
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$180.00		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$180.00

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF EAST PENNYWOOD AVENUE, 181 FEET EAST OF PARK AVENUE. SEC 55, BLOCK 478, AND LOT (S) 419, 421 & 424, A/K/A 119 EAST PENNYWOOD AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 119 East Pennywood Avenue, Roosevelt, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 16, 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 fifty feet (50') 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 119 East Pennywood Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$772.00, the cost associated with the emergency services provided at 119 East Pennywood Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$872.00 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: 3
Item # 3
NOES:
Case # 6542

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com

Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/16/2017	17007

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Description	Qty	Rate	Amount
**** 119 E. Pennywood Ave, Roosevelt, NY **** Inspector: Todd Detrano		0.00	0.00
Tax I.D. Number for Payment: [REDACTED]		0.00	0.00
(1) Lock & Hasps	1	72.00	72.00
(1) 50' of 6 foot-high fence installed with 1 5/8" poles and #9 gauge wire top and bottom	50	14.00	700.00
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$772.00		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$772.00

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF PAGE LANE, 80 FEET WEST OF PLUM LANE. SEC 45, BLOCK 459, AND LOT (S) 15, A/K/A 91 PAGE LANE, WESTBURY, 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 91 Page Lane, Westbury, 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 install one (1) lock, located at 91 Page Lane, Westbury;

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 91 Page Lane, Westbury, 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

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com


Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/7/2017	16989

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Description	Qty	Rate	Amount
***** 91 Paige Lane, Westbury, NY ***** Inspector: Rick West		0.00	0.00
Tax I.D. Number for Payment: 		0.00	0.00
Town of Hempstead Service Call \$180.00		180.00	180.00
(1) Lock		0.00	0.00
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$180.00		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$180.00

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 EAST SIDE OF MADISON AVENUE, 260 FEET NORTH OF MCKINLEY STREET. SEC 35, BLOCK 322, AND LOT (S) 66-67, A/K/A 529 MADISON AVENUE, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 529 Madison Avenue, West Hempstead, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 17, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to take down one (1) awning equaling three (3) yards of debris, located at 529 Madison Avenue, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 529 Madison Avenue, West Hempstead, New York

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

NOW, THEREFORE, BE IT

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

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

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com

Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/17/2017	17008

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Description	Qty	Rate	Amount
***** 529 Madison Ave, West Hempstead, NY ***** Inspector: Adam Brinsley		0.00	0.00
Tax I.D. Number for Payment: [REDACTED]		0.00	0.00
Town of Hempstead Service Call \$180.00		180.00	180.00
take down awning / overhang		0.00	0.00
3 yards of debris		0.00	0.00
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$180.00		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$180.00

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF BROWER AVENUE AND BENTON STREET. SEC 41, BLOCK 27, AND LOT (S) 415, A/K/A 45 BROWER AVENUE, 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 45 Brower Avenue, Woodmere, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 1, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open and re-secure one (1) door to let inspector and environmental inspector in for asbestos report, located at 45 Brower Avenue, Woodmere;

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

Case # 6542

Gappsi

1015 West Jericho Turnpike
Smithtown, NY 11787

Phone # 631-543-1177 rina@gappsi.com

Fax # 631-543-1188 www.gappsi.com

Invoice

Date	Estimate #
3/1/2017	16972

Customer Information:

Town of Hempstead
1 Washington St.
Hempstead, NY

Description	Qty	Rate	Amount
***** 45 Brower Ave, Woodmere, NY ***** Inspector: John Lipinski		0.00	0.00
Tax I.D. Number for Payment: 90-0670722		0.00	0.00
Town of Hempstead Service Call \$180.00		180.00	180.00
Open door and let inspector and environmental inspector in for asbestos report and resecure door.		0.00	0.00
Layouts as discussed with Gappsi.		0.00	0.00
Your final payment is: \$180.00		0.00	0.00
GENERAL TERMS & CONDITIONS GAPPSI is not responsible for: Damages caused by the Owner, any of his agents or employees, Acts of God or other causes beyond our control.			
Thank you for meeting with me to discuss your new home improvement project. Please feel free to contact me with any further questions you might have. Email: Pete@gappsi or cell (631) 352-8587.		0.00	0.00
Total			\$180.00

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, various institutions have offered to make contributions for the purpose of funding said programs in the amount as follows:

BETTER HOME HEALTH CARE AGENCY	\$ 500.00
NEW YORK STATE CATHOLIC HEALTH PLAN, INC. d/b/a FIDELIS CARE NEW YORK	\$ 500.00
J. BUSSANI, INC. d/b/a BUSSANI MOBILITY TEAM	\$ 500.00
LONG ISLAND PULMONARY ASSOCIATES PC	\$ 500.00
PARKER JEWISH INSTITUTE	\$ 500.00
SARA COMPANION SERVICES, INC.	\$ 500.00
SEQUOIA HOME CARE, INC. d/b/a SENIOR HELPERS	\$ 500.00
UTOPIA HOME CARE, INC.	\$ 500.00

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4
Case # 13441

CASE NO.

RESOLUTION NO:

ADOPTED:

offered the following resolution

and moved its adoption:

RESOLUTION DECLARING EQUIPMENT OF THE HIGHWAY DEPARTMENT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, OBSOLETE AND AUTHORIZING THE DISPOSAL THEREOF.

WHEREAS, the Commissioner of the Highway Department has advised this Board that the following equipment is declared obsolete and to be disposed of, as such equipment is no longer economically serviceable for its original purpose; and

WHEREAS, the Commissioner of the Highway Department further advises this Board that he believes that the following equipment has little value and has indicated that the following equipment has been so judged:

YEAR	MAKE	MODEL	VIN	NAME	LICENSE PLATE
1984	FORD	F700	1FDNK74N2EVA14812	227	AD6560
1984	GMC	C70	1GDJ7D1F3EV528096	230	AD6562
1979	FWD	RB4418	K20708	262	AD6529
1982	MACK	R60	1M2N166COCAO86928	271	AD6675
1978	INTERNATIONAL	F5070	D3117HGB14307	272	AD6676
1982	MACK	R60	1M2N166C9CAO86927	275	AD6678
1976	CATEPILLAR	D5	95J315	276	AD6380
2000	HYUNDAI	HL720-3	L901GG10043	330	AD6662
2004	GMC	TC5C0 42	1GDE5C1244F51 0469	412	AD6580
1997	CHEVROLET	S 10	1GCEK14W1VZ210792	515	AD6501
1995	GMC	XST	1GKDM19W8SB560301	524	AD6638
1997	GMC	P35	1GDKP32Y6V3501873	525	AD6508
1997	GMC	P35	1GDKP32Y5V3501850	531	AD6511
1994	MOBIL	SWEEPER	1A9S24DR8RR059166	610	AD6621
2002	CHEVROLET	BLAZER	1GNDDT13W62K215976	M-36	AD6485

- ROAD DE-ICING MIXED MATERIAL
- MISCELLANEOUS RADIO EQUIPMENT
- MISCELLANEOUS SMALL EQUIPMENT AND TOOLS
- MISCELLANEOUS AUTOMOTIVE PARTS
- MISCELLANEOUS TIRES FROM TRUCKS NO LONGER IN SERVICE

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll as follows:

AYES:

NOES:

Item # 5

Case # 18081

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its
adoption:

RESOLUTION AUTHORIZING THE DISPOSAL OF
OBSOLETE EQUIPMENT FROM THE OFFICE OF THE
TOWN CLERK

WHEREAS, the Town Clerk has advised the Town Board that the following
four (4) IBM Typewriters:

Brother MFC-8220 Serial no. U60995C0J483016

Brother MFC-8220 Serial no. U60995C6J305701

Brother MFC-8220 Serial no. U60995G3V562704

Canon PowerShot A480 Serial no. 9126233825

Which are obsolete and can no longer be repaired shall be declared obsolete
and to be disposed thereof; and

WHEREAS, the Town Clerk advises the Town Board that she believes this
equipment has no value to be used for other purposes and should be so judged:

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment be and is hereby declared
obsolete in its primary function in the Town Clerk's Office and authorizes its disposal
thereof.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 6
Case # 6071

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE DISPOSAL OF
OF SOIL FROM STOCKPILED FILL FROM THE
DEPARTMENT OF GENERAL SERVICES,
DIVISION OF CEMETERIES, TOWN OF HEMPSTEAD,
NASSAU COUNTY, NEW YORK

WHEREAS, the Commissioner of the Department of General Services has determined that it would be in the best interest of the Town to auction off this soil, as delineated above, held at the Department of General Services, Division of Cemeteries, Town of Hempstead, Nassau County, New York; and

WHEREAS, soil samples were collected in accordance with New York State Department of Environmental Conservation (NYSDEC) 6 NYCRR Part 375 and it has been determined that the soil is classified as clean fill.

NOW, THEREFORE, BE IT

RESOLVED, that soil from stockpiled fill from the Department of General Services, Division of Cemeteries, Town of Hempstead, Nassau County, New York be auctioned off as per the guidelines and regulations of the Town of Hempstead Department of Purchasing with said monies received from said auction to be deposited in General Fund Account Number 010-012-9000-2655 Sales Other.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 17540

Rosemarie Santino - Fwd: FW: Greenfield Soil Sample Results

From: Maura Maietta
To: Santino, Rosemarie
Date: 6/2/2017 3:56 PM
Subject: Fwd: FW: Greenfield Soil Sample Results
Attachments: Greenfield Fill Lab results - Compiled.pdf

Here are the lab results to be attached to the resolution to see the dirt. This proves the fill is clean and safe to sell

>>> "Ashley Erdmann" <aerdmann@walden-associates.com> 6/2/2017 3:32 PM >>>

From: Ashley Erdmann [aerdmann@walden-associates.com]
Sent: Friday, June 02, 2017 2:19 PM
To: Maura Maietta (mmaietta@tohmail.org) <mmaietta@tohmail.org>
Cc: Gerry Marino (geramar@tohmail.org) <geramar@tohmail.org>; 'pbrighton@walden-associates.com' <pbrighton@walden-associates.com>
Subject: Greenfield Soil Sample Results

Hello Maura,

Attached please find the tabulated lab results for Greenfield's stockpiled soil.

After Walden's review, the soil is classified as clean fill. A description letter shall follow shortly.

Please let me know if you have any questions or require any additional information.

Thank you,

ASHLEY ERDMANN
PROJECT ENGINEER
AERDMANN@WALDENASSOCIATES.COM

WALDEN ENVIRONMENTAL ENGINEERING
16 SPRING STREET, OYSTER BAY, NEW YORK 11771
OFFICE: (516) 624-7200, FAX: (516) 624-3219
WWW.WALDENASSOCIATES.COM

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***WALDEN CONTINUES TO GROW THROUGH REFERRALS FROM CLIENTS AND FRIENDS LIKE YOU. ***

file:///C:/Users/rosesan/AppData/Local/Temp/XPgrpwise/59318ACATOH_DOMTHALL_... 6/5/2017



file:///C:/Users/rosesan/AppData/Local/Temp/XPgrpwise/59318ACATOH_DOMTHALL_... 6/5/2017

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Table 1
 Soil Sample Results - Volatile Organic Compounds (VOC)

Chemical Compound	CAS No.	NYDEC Soil Cleanup Objectives Residential	CP-41 NYDEC Soil Cleanup Objectives Residential	NYDEC Soil Cleanup Objectives Groundwater	NYDEC Soil Cleanup Objectives Groundwater	1043 175.4308 NYDEC Soil Cleanup Objectives Residential	Soil Sample Results														
							DISC-41 5/19/2017	DISC-42 5/19/2017	DISC-43 5/19/2017	DISC-44 5/19/2017	DISC-45 5/19/2017	DISC-46 5/19/2017	DISC-47 5/19/2017	DISC-48 5/19/2017	DISC-49 5/19/2017	DISC-50 5/19/2017					
Benzene	71-43-2	NA	NA	NA	NA	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
o-xylene	95-47-6	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
m-xylene	106-42-3	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
p-xylene	106-48-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,2-Dichloroethane	106-48-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1-Trichloroethane	70-14-2	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,2-Dichloroethane	106-48-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,2,2-Tetrachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1,2-Tetrachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1,2,2-Pentachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1,2,2,2-Hexachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1,2,2,3-Hexachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1,2,3-Hexachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1,3,3,3-Hexachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1,3,3,3-Triphenylhexachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
1,1,1,3,3,3-Triphenylhexachloroethane	79-11-8	NA	NA	NA	NA	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06

Notes:
 NYDEC - New York State Department of Environmental Conservation
 Samples were analyzed by USEPA Method 8260
 P - Comparison detected
 NA - Standard not available
 D - Data
 B - Analyte found in blank end sample. Perform a blank examination

Table 2
 Soil Sample Results - Semi-Volatile Organic Compounds Analysis (SVOC)

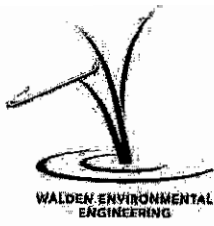
Chemical Compound	CAS No.	SVOC Soil Cleanup Objectives Federal		SVOC Soil Cleanup Objectives Commercial		SVOC Soil Cleanup Objectives Municipal Solid Waste		SVOC Soil Cleanup Objectives Industrial		Table 2(a)-(d)															
		NA	MA	NA	MA	NA	MA	NA	MA	COMP-41	COMP-42	COMP-43	COMP-44	COMP-45	COMP-46	COMP-47	COMP-48	COMP-49	COMP-50	COMP-51	COMP-52	COMP-53	COMP-54		
		mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Acetophenone	100-06-1	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Benzene	71-43-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Benzonitrile	105-16-1	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Biphenyl	92-52-4	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,2-Dichlorobenzene	90-06-3	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,2-Dichloroethane	107-06-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,2-Dichloropropane	78-87-5	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,1-Trichloroethane	70-13-8	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,2-Trichloroethane	78-07-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1-Dichloroethylene	79-12-6	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,2-Dichloroethene	79-11-6	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,1-Trichloroethene	70-14-1	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1-Dichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,2-Dichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,2-Trichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,1-Trichloroethene	70-14-1	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1-Dichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,2-Dichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,2-Trichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,1-Trichloroethene	70-14-1	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1-Dichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,2-Dichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,2-Trichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,1-Trichloroethene	70-14-1	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1-Dichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,2-Dichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1,1,2-Trichloroethene	79-00-2	NA	1.0	NA	1.0	NA	1.0	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0

Note: Chemical Abbrev. Source
 FTS/20B - New York State Department of Environmental Conservation
 Samples were analyzed by DESPA Method #210D
 D - Detected
 ND - Not Detected
 NA - Analyte not available
 N/A - Concentration exceeds applicable NYSEG Soil Cleanup Objectives
 B - Analyte found in blank and sample - Possible blank contamination

Table 3
 Soil Sample Results - Part 375 Metals Analysis

Compound	CAS No.	Table 375-5.1(b)		Table 375-5.1(b)		Table 375-5.1(b)		Table 375-5.1(b)		Table 375-5.1(b)		Table 375-5.1(b)		Table 375-5.1(b)		Table 375-5.1(b)	
		NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential	NYSDRC Soil Cleanup Objective Residential
Aluminum	7429-90-2	NA	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Antimony	7449-94-0	NA	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Barium	7440-39-3	NA	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Bismuth	7440-49-9	NA	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Boron	7440-66-0	NA	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Calcium	7440-70-2	NA	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
Chromium	7440-47-3	NA	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Copper	7440-50-9	NA	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Lead	7440-31-7	NA	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Manganese	7440-49-9	NA	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Mercury	7440-103-1	NA	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001
Molybdenum	7440-35-4	NA	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Nickel	7440-02-0	NA	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Selenium	7440-36-2	NA	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Silver	7440-22-4	NA	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Sulfur	7440-35-4	NA	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
Tin	7440-31-7	NA	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Zinc	7440-66-0	NA	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

Note:
 CAS - Chemical Abstracts Service
 NYSDRC - New York State Department of Environmental Conservation
 NYSDRC Soil Cleanup Objectives - Part 375
 NA - Not Analyzed
 B - Analyze found in blank and sample. Possible blank contamination.



June 2, 2017

HEMP395

Commissioner Gerald Marino
Department of General Services
Town of Hempstead
350 Front Street
Hempstead, New York 11550-4047

Re: Greenfield Stockpiled Soil Sampling Results
Town of Hempstead
Greenfield Cemetery
650 Nassau Road, Uniondale, New York 11553

Dear Commissioner Marino:

On May 19 and 22, 2017, Walden Environmental Engineering, PLLC (Walden) collected soil samples from approximately 13,000 cubic yards on stockpiled fill at the Town of Hempstead's Greenfield Cemetery. Walden collected a total of thirty-one (31) discrete samples and fourteen (14) composite samples, in accordance with New York State Department of Environmental Conservation (NYSDEC) 6 NYCRR Part 375 to confirm the fill could be certified clean fill.

Included herein are the laboratory analytical results from the sampling event (Tables 1 through 5 and Appendix A). All samples were submitted to Long Island Analytical Laboratories, Inc. (LIAL), a New York State ELAP certified (#11693) laboratory, and analyzed for volatile organic compounds (VOCs) via USEPA Method 8260, semi-volatile organic compounds (SVOCs) via USEPA Method 8270, Metals via NYSDEC Part 375 Metals, Pesticides via USEPA Method 8081, and PCBs via USEPA Methods 8082.

The laboratory analytical data was compared to the NYSDEC Table 375-6.8(b) and CP-51 Soil Cleanup Objectives. Although acetone was detected within various samples, it is a known

NASSAU COUNTY: 16 SPRING STREET • OYSTER BAY, NEW YORK 11771 • P: (516) 624-7200 • F: (516) 624-3219
SUFFOLK COUNTY: P.O. BOX 1200 • MANORVILLE, NEW YORK 11949 • P: (631) 446-1125
HUDSON VALLEY: 3 MOSS DRIVE • BREWSTER, NEW YORK 10509 • P: (845) 745-0888
CAPITAL DISTRICT: 12 SANDSTONE DRIVE • BURNT HILLS, NEW YORK 12027 • P: (518) 698-3012
WWW.WALDENENVIRONMENTALENGINEERING.COM



common laboratory artifact and there are no known suspect sources of acetone at the Site. Acetone was detected as a false positive and can be dismissed.

Therefore, sampling results indicated that no VOCs, SVOCs, Metals, Pesticides, or PCBs were detected at concentrations exceeding the respective NYSDEC soil cleanup objectives. The soil is classified as clean fill.

If you have any questions or require any additional information please call (516) 624-7200.

Very truly yours,
Walden Environmental Engineering

A handwritten signature in black ink, appearing to read "Peter A. Brighton", is written over a horizontal line.

Peter A. Brighton, P.E.
Project Manager

Z:\TOH\HEMP395 - DGS\Greenfield Fill Sampling\Greenfield Fill Lab Results - Cover Letter.doc

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and
moved its adoption:

RESOLUTION AUTHORIZING DOUGLAS L. TUMAN, P.E, ESQ.,
COMMISSIONER TO DISPOSE OF CERTAIN RECORDS IN
DEPARTMENT OF ENGINEERING

WHEREAS Douglas L. Tuman, P.E., Esq., Commissioner, Department of
Engineering has requested permission to dispose of certain records here-in-below
identified pursuant to Section 57.25 of the Arts and Cultural Affairs Law of the State of
New York;

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of Town of Hempstead that Douglas L Tuman,
P.E., Esq., Commissioner, be and he hereby is authorized to dispose of Item Number

1. Complaints or request for service for the years prior to and including 2009 as per
Retention and Disposition Schedule No. MU-1, pursuant to Part 185, Title of the Official
Compilation of Codes, Rules and Regulations of the State of New York; and,

2. Capital Construction or Public Improvement Project Files for the years prior to and
including 2009 as per Retention and Disposition Schedule NO. MU1, pursuant to Part
125 & 126, Title of the Official Compilation of Codes, Rules and Regulations of the State
of New York

BE IT FURTHER

RESOLVED, that Douglas L. Tuman, P.E., Esq., Commissioner be and he
hereby is directed to dispose of certain records from the Department of Engineering in
accordance with the minimum legal retention periods set forth in Records Retention and
Disposition Schedule No. MU-1 for town records.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

4724

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF THE LICENSE AGREEMENT WITH FILE TRAIL, INC

WHEREAS, pursuant to resolution number 292-2013 the Town of Hempstead entered into a License Agreement with File Trail, Inc., 1990 The Alameda, San Jose, California; and

WHEREAS, File Trail, Inc. is a sole source provider of a certain file tracking software and UHF RFID Technology; and has a number of items not available elsewhere; and

WHEREAS, the License Agreement provides for the annual renewals upon mutual consent of the parties; and

WHEREAS, the development, maintenance and support of the File Trail, Inc. technology requires specialized skill, training, expertise and use of professional judgment; and

WHEREAS, the RFID program offered by File Trail, Inc. is necessary to the proper operation of the Department of Buildings, it is in the best interests of the Town to renew this license agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to renew the license agreement with File Trail, Inc. for the use, maintenance and support of tracking software and radio frequency identification technology for the Department of Buildings at a cost of \$14,037.78 to be paid from Department of Buildings Maintenance of Equipment Account number 030-002-3620-4030;

The foregoing resolution was adopted on roll call as follows:

AYES:

NOES:

Item #

Case #

9

9740

Sticklers
Annual agreement
LIMITED USE LICENSE AGREEMENT

This Limited Use License Agreement (the "Agreement") is effective as of _____ (the "Effective Date"), by and between FileTrail, Inc., with its principal office at 111 North Market Street, Suite 715, San Jose, CA 95113-1108 ("FileTrail") and TOWN OF HEMPSTEAD ("Client").

1. LICENSE

(a) In consideration of the payment of the initial license fee (the "Initial License Fee") for the products as set forth in Exhibit A attached hereto and the FileTrail databases (all collectively referred to as the "Programs") and the Annual Renewal Fee (as defined herein and collectively with the Initial License Fee, the "Fees"), subject to the terms and conditions of this Agreement, FileTrail hereby grants to Client a non-transferable, non-exclusive, limited license to use the Programs as set forth in Section 2 below in object code only solely for Client's internal business purposes (the "License"). The License allows the Programs to be used for the benefit of Client, and the Programs may be used by and disclosed to employees and contractors of Client. Client shall remain fully responsible to FileTrail for compliance by such employees and contractors with the terms of this Agreement. For this purpose, "Client" includes Client and its Affiliates, and an "Affiliate" is any entity that directly, or indirectly through one or more intermediaries, is controlled by Client, where the term "control" means the ownership of more than fifty percent (50%) of the voting stock of an organization.

(b) Client, its employees and its contractors will not make copies of or distribute the Programs for any reason, other than one (1) copy per server from which the Programs can be accessed, one (1) copy for backup and archival purposes, one (1) copy for training purposes, and one (1) copy for testing purposes. Any such copies must retain all original copyright and proprietary rights notices. Client, its employees and its contractors will not disclose or distribute the Programs or any copies made in accordance with this Agreement to any third party except in connection with a backup or disaster recovery program.

(c) Client, its employees and its contractors may not alter, merge, modify, translate, reverse engineer, disassemble, adapt or in any other way derive any source code from the Programs. Notwithstanding the foregoing, modifications made through normal use of the Programs and any modifications required to incorporate the Programs into Client's systems are permitted however, all modifications shall be deemed a part of the Programs and subject to all the terms and conditions of this Agreement.

(d) Client shall fully comply with all applicable governmental regulations and laws in effect during the term of this Agreement, including without limitation, compliance with all export controls on the export of the Programs (including without limitation any intellectual property embodied therein).

2. NUMBER OF LICENSES

Client is licensed to utilize the Programs in conjunction with one (1) copy of the FileTrail databases (collectively, the "Database"). Client may access the Database through use of the Programs by any number of Users, subject to the licensing and other restrictions and limitations as set forth in this Agreement and any Exhibits attached hereto. For the purposes of this Agreement and the Exhibits, the following terms shall have the following meanings:

(a) "Concurrent Access Licenses" or "CAL" or "CALs" means the number of User Sessions active in the Programs at one time.

(b) "Power Users" and "Business Users" means specific named users who may access the Programs.

FILETRAIL

(c) "Users" means the Client, its employees, its contractors or other persons who can access the Programs.

(d) "Sessions" means distinct sessions as defined and managed by Microsoft IIS.

3. SUPPORT AND UPGRADES

FileTrail shall provide Client with support and upgrades for the Programs as described in Exhibit B attached hereto. Support inquiries received via telephone or website will be acknowledged within two (2) hours. All web submitted support inquiries and those telephone support inquiries not solved during the initial call shall be processed according to the following priority levels:

(a) Critical – The issue has stopped or severely impaired the functionality of the Programs. These issues are assigned top priority for resolution and receive FileTrail's immediate attention.

(b) Medium – The issue has limited the functionality of the Programs, although a temporary workaround is available.

(c) Low – The issue is considered an inconvenience. FileTrail will use best efforts to correct the issue in a reasonable period of time after becoming aware of such issue, which may include a future release.

4. INTELLECTUAL PROPERTY

All right, title and interest in and to the Programs and related documentation including, but not limited to object code, source code, script, programming code, data, information, and any trade secrets, know-how, methodologies, and processes and all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole property of FileTrail, except as licensed to Client under this Agreement. FileTrail shall also be the sole owner of all modifications, improvements, derivative works (including, but not limited to, modifications, improvements and derivative works resulting from suggestions or ideas offered by, or resulting from discussions with Client) and deleted materials relating to the Program. Client agrees to assign or cause to be assigned to FileTrail any and all modifications, improvements, derivative works and deleted materials.

5. LICENSE RESTRICTIONS; ASSIGNMENT

Client may not transfer, assign, pledge, loan, rent, lease, sublicense, time-share the Programs or related documentation to another person or entity provided, however, that Client may assign this Agreement to any Affiliate upon written notice to, but without the consent of, FileTrail. Any unauthorized attempt to transfer this Agreement, the Programs or the License may result in the automatic termination of this Agreement and the License in accordance with Section 10. Any attempted assignment or delegation in contravention of the above provisions shall be void and ineffective. This Agreement may be assigned by FileTrail to any Affiliate or third party upon written notice to, but without the consent of, Client.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL (1) FILETRAIL BE LIABLE TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOOD WILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAMS OR TERMINATION OF THIS AGREEMENT AS DESCRIBED IN SECTION 10 AND (2) FILETRAIL'S LIABILITY ARISING FROM CLIENT'S USE OR INABILITY TO USE THE PROGRAMS OR ARISING UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY CLIENT TO FILETRAIL UNDER THIS AGREEMENT.

FILETRAIL

7. LIMITED WARRANTY AND DISCLAIMER

FileTrail warrants that for a period of ninety (90) days following the shipment of the Programs to Client, the Programs will operate materially in compliance with the description set forth in the documentation accompanying the Programs. A warranty claim must be reported to File Trail in writing within 90 days following the shipment of the Programs to Client and FileTrail shall use reasonable efforts to remedy the problem.

EXCEPT AS PROVIDED BY THIS SECTION 7, THE PROGRAMS AND RELATED DOCUMENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT. FILETRAIL DOES NOT WARRANT THAT THE PROGRAMS WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FILETRAIL OR A FILETRAIL AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

8. TERM OF LICENSE; FEES

Unless this Agreement is terminated earlier in accordance with Section 10, the initial term of this Agreement commences on the Effective Date of this Agreement and shall expire at midnight (local server time) on the first anniversary of the first day of end-user training (annually thereafter, the "Due Date"). The first day of the end-user training shall be determined by FileTrail which shall be final and conclusive. This Agreement may be automatically renewed for additional consecutive one year periods by Client's payment to FileTrail of the annual renewal fee (the "Annual Renewal Fee") prior to the Due Date. FileTrail will invoice Client for the Annual Renewal Fee at least sixty (60) days prior to the Due Date. In the case of nonpayment of the Annual Renewal Fee prior to the Due Date, the Programs will discontinue operation on the Due Date and this Agreement and the License will expire on the Due Date. If this Agreement has expired due to the non-payment of the Annual Renewal Fee, and the Client desires to use the Programs thereafter, FileTrail may in its sole discretion reinstate this Agreement and the License upon the payment of the Annual Renewal Fee plus a reinstatement fee not to exceed \$250.00 (the "Reinstatement Fee"). Upon the Client's request FileTrail shall waive the Reinstatement Fee for the first reinstatement of this Agreement. FileTrail may only increase the Annual Renewal Fee (1) to the extent of an increase in the consumer price index (CPI) in any one year and (2) to reflect additions to the License in the event that Client agrees to license additional licensed programs or license quantities.

9. LATE PAYMENT

If FileTrail commences any legal proceeding for the collection of amounts due under this Agreement, Client shall pay for FileTrail attorneys' fees and collection costs. If Client disputes all or any portion of an invoice it must provide FileTrail a written notice prior to the due date of the applicable invoice. Such notice shall contain a detailed description of the item(s) in dispute, dollar amount(s) allocable to the disputed item(s) and the reason that Client is disputing the item. Client's failure to submit a notice timely and in accordance with this Section 9 shall constitute a waiver of the Client's right to dispute the applicable invoice.

10. TERMINATION

(a) Client may terminate this Agreement at any time upon written notice to FileTrail. Upon termination of this Agreement by Client, the Programs will cease to function on the annual Due Date for which payment was last received. Client shall not be entitled to a refund of any Fees.

(b) This Agreement may be terminated by FileTrail upon thirty (30) days' prior written notice to Client if Client is in breach of any of its material obligations hereunder, including but not limited to payment of

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Fees, and such breach is not remedied within such thirty (30) day period. Notwithstanding the foregoing, FileTrail may terminate this Agreement and the License immediately, upon written notice to the Client due to a breach by the Client of Sections 1, 5 or 11. Client shall not be entitled to a refund of any Fees if FileTrail terminates this Agreement as provided for in this Section 10(b).

(c) Upon the expiration of this Agreement or the termination of this Agreement by FileTrail in accordance with Section 10(b), Client shall cease using the Programs and Client will at FileTrail's request, return, delete, or destroy all original and copies of the Programs and related documentation in its possession or control.

11. CONFIDENTIALITY

(a) Each party's Confidential Information (defined below) shall: (i) be used by the other party solely for the limited purpose of performing or receiving the contemplated benefits under this Agreement; (ii) be held in confidence by the other party; and (iii) not be disclosed except by the receiving party to its employees, agents, and contractors having a need-to-know and who have been advised by of the requirements of this Section 11 and have agreed to be bound by the provisions hereof.

(b) For purposes of this Agreement, "Confidential Information" means material, data, systems, and other information of or relating to either party or any of its affiliates, clients or Clients which may not be accessible or known to the general public, including information concerning its or their Clients and clients, business plans or opportunities, business strategies, finances, or employees and third-party proprietary or confidential information that the disclosing party or an affiliate of it treats as confidential. Confidential Information shall not include any information that (i) has entered or subsequently enters the public domain without a breach of any obligation under this Agreement; (ii) was known to the other party prior to the disclosure of such information; (iii) is obtained from a third party without violation of an obligation of nondisclosure and without restrictions on its disclosure; or (iv) is independently developed by the receiving party without reference to or reliance on the Confidential Information received pursuant to this Agreement.

(c) The obligations set forth in this Section 11 shall not apply to Confidential Information required to be disclosed under administrative or court order, or in an arbitration or litigation arising out of a dispute between the parties or their successors or assigns. If a party is legally required to disclose any Confidential Information, that party shall, to the extent allowed and practicable, provide the other party prompt notice of such requirement so that the other party may seek a protective order or other appropriate remedy.

12. NOTICES

All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, registered mail return receipt requested, a "Next Day" delivery service requiring signature, or by electronic means, addressed as indicated on the signature page of this Agreement. Notices shall be deemed given on the date received or on the date delivery if refused.

13. GENERAL

Except as otherwise specified herein, neither this Agreement, nor any portion hereof, may be modified, amended or waived unless mutually agreed upon in writing by both parties. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. If any of the provisions of this Agreement shall be invalid or unenforceable,

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such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York excluding its choice of laws rules and excluding the Convention for the International Sale of Goods. Each party submits to the exclusive jurisdiction of the courts of Santa Clara County, California. The headings of the several Sections are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement shall constitute the full, complete and entire Agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement supersede all prior or contemporaneous, oral or written, quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

14. SURVIVAL

The parties' rights and obligations under the following provisions shall survive any termination or expiration of this Agreement: Intellectual Property (Section 4), Limitation of Liability (Section 6), Limited Warranty (Section 7) and Confidentiality (Section 11).

15. FORCE MAJURE

Notwithstanding anything to the contrary in this Agreement (including its Exhibits), neither party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from: (a) acts of God; (b) natural disasters; (c) acts of war, insurrection or terrorism; (d) strikes or lockouts; or (e) unauthorized network or computer intrusion, or Internet- or computer-related viruses, hacker attacks or other agents introduced by a third party, failure of the Internet, so long as any of the foregoing were not a result of the negligence of a party.

16. ACCEPTANCE

The undersigned acknowledge this license agreement and by signing below affirms that they are authorized to sign this license by their organization. By signing below you also acknowledge that you have read and understand the Terms & Conditions and Pricing sections in Exhibit B.

For FileTrail:

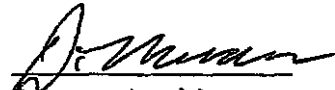
Signature

Printed Name

Title and Date

Phone

Email


Darrell Mercurio
President 2-12-13
408-279-1300 x306
DMercurio@FileTrail.com

For Client:

Signature _____

Printed Name _____

Title and Date _____

Phone _____

Email _____

17. MARKETING ACCOUNT

FileTrail provides a special discount (detailed in Exhibit B) for clients who elect to be a Marketing Account. By electing to accept the Marketing Account discount, Client agrees to provide quotes and authorizes FileTrail to write and publish a Case Study about Client's use of FileTrail products and services. Client will provide a quote at the time on contracting on why they selected FileTrail or their reflections on the process of evaluating FileTrail. Up to three staff may be interviewed to gain insights and quotes for use in the Case Study. Professional photos may be requested of these staff. Client will

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be provided thirty days to reject materially-incorrect statements or content which reveals competitive trade secrets or confidential information prior to finalization of the Case Study.

Examples of the quality of materials produced about other Marketing Account clients can be reviewed at www.filetrail.com.

Election by Client

Initials _____

EXHIBIT A - SUPPORT

1. PROGRAMS

FileTrail, Inc. licenses and provides support and upgrades for the Programs. Licensing, support and upgrades are included as a part of the Fees.

2. SUPPORT

Support of these products is provided between 8:00 AM EST to 5:00 PM PST, Monday through Friday, except for US holidays. Support can be obtained by calling the Support number 800 310-0299 or using the Support email address helpdesk@filetrail.com (once registered) or ftsupport@filetrail.com.

Support includes:

- End-user issues such as 'How do I...?' questions.
- Administrative-user issues such as 'How do I...?' questions.
- Resolution of technical issues and programming bugs not caused by client.

FileTrail may charge standard published rates for any services requested by Client that are outside the scope of Support. Support does NOT include:

- Consultative questions that involve analysis of, or judgment on product configuration, implementation changes, configuration changes, import or conversion of additional data, etc.
- Changes to features or functionality of the licensed Programs.
- Resolution of internal technology infrastructure issues.
- Migration of the application or database to a new server, or issues created during such.
- Installation, upgrading, configuration, analysis nor advice on third party products, including but not limited to: MS Access, MS SQL Server, Oracle, MS IE, Netscape, printers, scanners, or other products not sold by FileTrail, Inc.

In some cases, support may require the Client to provide FileTrail with Client's copies of the Database. All such materials will be handled in accordance with the confidentiality provisions of the Agreement.

FileTrail requires that one or two named contacts act as a central point of contact for all Client support issues.

Hardware support includes:

- End-user issues such as 'How do I...?' questions.
- Administrative-user issues such as 'How do I...?' questions.
- Resolution of technical issues and programming bugs not caused by client.
- Escalation to Motorola for all manufacturer defects

3. UPGRADES

Software Upgrades include a) Software Upgrades via web site or email, and b) Software Patches via web site or email. Software Upgrades do not include: a) Additional Named Software, b) Additional Concurrent Access Licenses, nor c) Additional Third-Party Software.

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EXHIBIT B - FILETRAIL PRODUCTS & SERVICES

PROJECT

OVERVIEW

Your FileTrail project incorporates items needed to implement a solution, including software, FileTrail configuration, bar code scanners and training, on an IIS Server utilizing an MS Access or MS SQL Server database. Additional items may optimize the solution to your specific situation. Implementation in more than one file room with separate requirements may incur additional charges for configuration.

Standard FileTrail Packages do not include data conversion, initial loading of data, color coded labeling, portable bar code scanners, additional configuration, technical support for servers and 3rd party software, filing system analysis nor consulting services, other than that explicitly detailed in the sections below.

This pricing expires sixty days from the date of this document. Quoted prices and rates may change without notice, but are guaranteed up to expiration of this document. Technical support for servers and 3rd party software will be invoiced at the standard hourly rate of \$150 per hour.

TERMS & CONDITIONS

Payments are due thirty days from date of invoice. The project will be invoiced on approval as follows:

- For hardware, 100% will be paid upon installation
- For all else, 100% will be paid upon contracting.

Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on income.

Additional services requested by the Client will be provided at standard hourly rates. Standard rates for training and professional services are \$150 per hour, installation services are \$200 per hour, and custom analysis, consulting and development are \$275 per hour.

Client will reimburse FileTrail for all reasonable expenses for travel and accommodation. When cancelling or postponing on-site activities Client is responsible for costs incurred to change travel plans. Client is responsible to notify FileTrail of policy-based limitations in advance. Travel expenses are not to exceed the estimated amount listed in the pricing.

This pricing is good for sixty days from the date of this document. Prices may change without notice, but are guaranteed up to expiration of this document. All prices are provided in US Dollars (USD).

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Annual fees include licensing, telephone support, all upgrades, and all patches. Upgrades and patches are scripted and easy to apply. Labor charges apply in cases where custom development or data conversion is required by an upgrade.

IMPORTING DATA, MIGRATING LEGACY DATA, DATA CLEANUP AND OTHER DATA-RELATED SERVICES ARE NOT INCLUDED UNLESS EXPLICITLY QUOTED IN THE PRICING SECTION. All data migration services require a full copy of data prior to quote. Any quotes provided based on partial data should be considered an estimate only.

For projects involving import or migration of data, Client is responsible to conduct adequate review of results prior to approval. Any corrections or adjustments to data requested after implementation will be charged at standard hourly rates.

FileTrail is not responsible for making changes, nor any vendor fees for making changes, to the designs of color coded labels in any product other than color coding software purchased from FileTrail. All design changes or vendor fees for design changes in any other color coded labeling product are solely the Client's responsibility.

For installations that involve data import/update with FTSynchronize, Client will provide data in a delimited-text format as specified by FileTrail.

Please refer to the document titled FileTrail WEB Supported Configurations for all Server requirements.

For RFID Installations that involve Ethernet-based RFID Readers:

- Implementations using 10 or more Readers must use a database server that meets our mid-level server specifications; Implementations using 40 or more Readers must use a database server that meets our high-level server specifications;
- Client will provide one staff member to work with FileTrail staff full-time during RFID installation. This should be someone who is authorized to make decisions about installation, has access to all office locations, and access to login and install applications on workstations.
- Client will provide two stable, six-foot step ladders and a wheeled cart for use during installation. Taller step ladders may be required when ceilings higher than 9-foot are involved. If not provided, ladders will be purchased and invoiced with expenses.
- Client will accommodate FileTrail's GoToMeeting account or provide their own remote access method to FileTrail for access to servers during installation, support and trouble-shooting.
- Client is responsible to provide electrical power or PoE switches, and Ethernet drops at the locations needed for RFID Readers. These resources must be IN PLACE AND TESTED in a timely manner. FileTrail will charge standard rates for staff while waiting on-site.
- When SmartSensors are placed above a drop-ceiling they are placed directly on the ceiling tile. The client has requested the SmartSensors to be mounted below the ceiling tile. The cost for the mounting brackets has been included in the pricing and there will be no additional labor charge.
- When cabling is run along a wall for SmartSensors it is placed directly on the wall surface. If Client desires, they may have lines pulled through the wall or installed in surface-mounted conduit at their expense.

For any RFID Installation, Client should notify FileTrail of the presence of any systems listed below at the time of contracting. FileTrail will test for interference during the Site Survey. Client is responsible for the cost of replacement of any such systems.

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- RFID will interfere with wireless duress systems which do not meet current FCC requirements and which operate in the local frequencies used by RFID (902 – 928 MHz in the US, 865 – 867 MHz in Europe). Clients with duress systems using the Innovonics FA receiver will need to upgrade to Innovonics Echostream.
- RFID may interfere with older telephone handsets and poorly shielded wireless headsets.
- RFID may interfere with older PA systems or poorly-shielded speakers.

Hardware will be installed in recommended areas where it will be used as specified in the license. The placement of equipment will need to be approved by an authorized Client representative. FileTrail will charge for the additional time if equipment needs to be moved after the initial installation for any reason, including aesthetics, staff relocation, change of furniture, other change order, etc. Client is responsible to reimburse expenses for both trips.

RFID equipment purchased from FileTrail is covered by manufacturer warranty. FileTrail will ship a replacement during warranty period. Client will be responsible for replacement of RFID equipment that is out of warranty or damaged by their electrical system.

SOLUTION SERVICE PROGRAM

The Solution Service Program (SSP) includes end-user support, technical support, software licensing, software upgrades and software patches. Annual fees for the SSP are due annually on the anniversary of the first day of end-user training.

The objective of the SSP are to ensure that every client is efficiently using their FileTrail solution and has full access to the latest features and capabilities. As part of this objective FileTrail implements many enhancements and cosmetic changes from Client feedback.

Support is provided from 8AM to 8PM Eastern, Monday through Friday, excluding holidays. Support may be contacted by phone at 800-310-0299 or email at helpdesk@filetrail.com. Our service goals are to respond to every issue within two hours. The majority of questions or issues are resolved in the initial contact.

Weekend and after-hours support is available by appointment at no extra charge. Clients are encouraged to provide advance notification whenever large changes are planned in the IT environment that may impact the server(s) involving the FileTrail application or database.

The SSP costs are detailed in the pricing section in the Annual column.

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FileTrail WEB Pricing

For Town of Hempstead

Qty	Code	Description	Unit Pricing		Extended Pricing	
			Initial	Annual	Initial	Annual
Server Licenses						
1	FT-L-003	FileTrail WEB Server License	\$ 8,800	\$ 1,760	\$ 8,800	\$ 1,760
User Licenses						
2	FT-L-PU	FileTrail Power User	\$ 950	\$ 190	\$ 1,900	\$ 380
10	FT-L-BU	FileTrail Business User	\$ 150	\$ 30	\$ 1,500	\$ 300
40	FT-L-LU1	FileTrail Lite User	\$ 60	\$ 12	\$ 2,400	\$ 480
Add-Ons						
2	FT-H-LS	Laser Bar Code Scanner	\$ 350		\$ 700	
1	FT-L-SY	FTSynchronize	\$ 2,500	\$ 500	\$ 2,500	\$ 500
Services						
1	FT-S-CFG	System Configuration, up to 5 custom screens	\$ 3,600		\$ 3,600	
1	FT-S-INST1	Remote Installation of FileTrail WEB	\$ 600		\$ 600	
3	FT-S-OTR	On-site User Training, per day, two day minimum	\$ 1,200		\$ 3,600	
1	FT-S-SY	FTSynchronize Configuration, per data source	\$ 1,600		\$ 1,600	
RFID Licensing						
1	RF-L-E	RF-Enterprise Server License	\$ 10,000	\$ 2,000	\$ 10,000	\$ 2,000
1	RF-L-E015	19-Reader License	\$ 20,900	\$ 4,180	\$ 20,900	\$ 4,180
RFID Components						
2	RF-H-R2AC	RFID 2-port Reader, with AC Power	\$ 1,295		\$ 2,590	
6	RF-H-R2AC	RFID 2-port Reader, with POE	\$ 1,295		\$ 7,770	
11	RF-H-R4AC	RFID 4-port Reader, with POE	\$ 1,695		\$ 18,645	
60	RF-H-SSP	RFID SmartSensor with Plenum Cable	\$ 305		\$ 18,300	
60	RF-H-SSPMB	RFID SmartSensor mounting brackets	\$ 30		\$ 1,800	
1	RF-K-M	RFID SmartMobile, hardware and software	\$ 5,995	\$ 1,199	\$ 5,995	\$ 1,199
RFID Exit Alarms						
1	RF-L-ALRM	SmartAlarm License	\$ 595	\$ 120	\$ 595	\$ 120
2	RF-H-BCN	SmartAlarm Beacon	\$ 140		\$ 280	
RFID Services						
1	FT-S-INST2	Remote Installation of FileTrail RFEnterprise	\$ 600		\$ 600	
8	FT-S-RFID	RFID Installation, per day	\$ 1,600		\$ 12,800	
RFID Warranties						
1	RF-W-319Z-3	3 year SmartMobile RFID warranty (3190Z)	\$ 619		\$ 619	
RFID Supplies						
1	RF-C-010	RFID SmartTags for non-metallic media, 60,000 tags	\$ 22,800		\$ 22,800	

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Other

1	ANNUAL	Annual Support & Maintenance (first year)	\$ 10,919
1	SHIPPING	Estimated Shipping Expense for Hardware & Supplies	t.b.d.
1	EXPENSES	Estimated Travel & Accommodations for on-site work	\$ 2,635

MARKETING DISCOUNT

DISCOUNT	10% off Software and Services	\$ (7,139.50)
DISCOUNT	Annual Support & Maintenance included for first year	\$ (10,919)
DISCOUNT	No initial charge for RF-L-E015, 18-Reader License	\$ (20,900)

TOTAL PROJECT COST	\$	125,490
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ACKNOWLEDGMENT

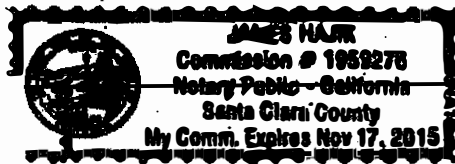
State of California
County of SANTA CLARA

On FEBRUARY 26, 2013 before me, JAMES HASEK NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DARRELL MERVAN
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

FILETRAIL®

1990 The Alameda
San Jose, CA 95126

Invoice

Date	Number
6/5/2017	2017-0359
P.O. Number	

Bill To

Town of Hempstead
1 Washington Street
Hempstead, New York 11550-4923

Ship To

Town of Hempstead
ATTN: Khalid Hussain
1 Washington Street
Hempstead, NY 11550-4923

Item	Description	Qty	Terms	Due Date
			Rate	Amount
ANNUAL	Annual License Agreement 8/13/2017 - 8/12/2018 License is set to Expire on 8/13/2017, Thank you		14,037.78	14,037.78
Please REMIT payment to: FileTrail, Inc. 1990 The Alameda San Jose, CA 95126 Include invoice number on check. Thank you.			Subtotal	\$14,037.78
			Sales Tax (0.00)	\$0.00
			Total	\$14,037.78
			Balance USD	\$14,037.78

June 12th, 2017

To whom it may concern:

This letter has been written to confirm that FileTrail's software, including add-on software and hardware, is a sole source product. The software is manufactured, sold and distributed exclusively by FileTrail, Inc. The hardware that is compatible with our software is sold and supported by us (Laser bar code scanner, BarCode/RFID Desktop Scanner, labels and converter tabs)

FileTrail maintains all copyright privileges for our product and these products must be purchased directly from us.

If you desire additional information, please contact Kelsey Rose at (408) 289-1300, ext 301, or by e-mail, krose@filetrail.com.

Sincerely,



Darrell Mervau
President

CASE NO.

RESOLUTION NO.

ADOPTED:

Council(wo)man

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION (CSEA), AFSCME LOCAL 1000

WHEREAS, the Town of Hempstead has heretofore entered into a collective bargaining agreement with the Civil Service Employees Association (CSEA), AFSCME Local 1000 and its Town of Hempstead Local 880, which expired on December 31, 2016; and

WHEREAS, representatives of the Town of Hempstead have had extensive negotiations with representatives of the CSEA in order to define the rights, salaries, wages, vacations and other benefits of the employees of the Town of Hempstead; and

WHEREAS, as a result of said negotiations a memorandum of agreement incorporating the changes in regard to the rights, salaries, wages, vacations and other benefits of the employees of the Town of Hempstead, has been signed by the representatives of both the Town of Hempstead and the CSEA; and

WHEREAS, the new terms and conditions of employment as incorporated in the memorandum of agreement were approved by a vote of the members of the CSEA on June 29, 2017; and

WHEREAS, said rights, salaries, wages, vacations and other benefits of the employees of the Town of Hempstead as enumerated in the memorandum of agreement will be set forth in a collective bargaining agreement between the Town of Hempstead and the CSEA; and

WHEREAS, this Town Board deems that the terms and conditions set forth in said memorandum of agreement are fair and reasonable and further that it is in the best interests of the Town of Hempstead to enter into a collective bargaining agreement with the CSEA incorporating those changes in the terms and conditions of employment enumerated in the memorandum of agreement; and

NOW, THEREFORE, BE IT

RESOLVED, that the execution of the memorandum of agreement dated the 26th day of June 2017 by the Supervisor is hereby ratified and confirmed.

RESOLVED, that the Supervisor be and he hereby is authorized and directed to execute a collective bargaining agreement embodying the changes outlined in the memorandum of agreement executed by representatives of the Town of Hempstead and the CSEA; and, BE IT FURTHER

RESOLVED, that it is in the best interest of the Town, that medical, dental and retirement benefits provided to members of the CSEA by this contract be extended to elected officials, members of the Board of Zoning Appeals and the Secretary to the Town Public Employment Relations Board. Further, full benefits as provided for by the collective bargaining agreement are extended to those employees listed in Schedule A and those employees designated by the Town as its Negotiating Team members and its Management Advisory Committee members; and, BE IT FURTHER

RESOLVED, this Town Board deems that the terms and conditions set forth in said memorandum of agreement are fair and reasonable and further that it is in the best interests of the Town of Hempstead to enter into a collective bargaining agreement with the CSEA incorporating those changes in the terms and conditions of employment enumerated in the memorandum of agreement; and

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item # 10
Case # 8712

MEMORANDUM OF AGREEMENT made this 26th day of June 2017, by and between the negotiator for the TOWN OF HEMPSTEAD, a municipal corporation with its principal place of business at One Washington Street, Hempstead, New York (hereinafter "Town"), and the negotiating team of the Civil Service Employees Association, Local 880 and CSEA Inc., AFSCME Local 1000 AFL-CIO (collectively hereinafter "CSEA") an employee organization with its principal place of business at 143 Washington Avenue, Albany, NY 12210.

WITNESSETH

WHEREAS, the Town and the CSEA were parties to a collective bargaining agreement ("CBA") which expired on December 31, 2016; and

WHEREAS, the Town and the CSEA thereafter entered into collective negotiations for a successor CBA to succeed the CBA which expired on December 31, 2016; and

WHEREAS, the negotiators for the Town and the CSEA have now agreed upon the terms and conditions for a successor CBA, and have agreed to recommend same to their respective principals; now, therefore, it is

AGREED by and between the undersigned negotiators for the Town and the CSEA that each will recommend to their respective principals for ratification the following terms and conditions for a successor CBA, to amend the provisions of the expired 2013-2016 CBA, and to continue those provisions of the CBA un-amended by this Memorandum of Agreement into a successor CBA for the period of January 01, 2017 through December 31, 2021:

1. Effective date of ratification, Section 1 shall be amended as follows:
 - a. The recognition clause is being interpreted to include all "other than full time" employees. Exhibit "A" to the CBA shall be rescinded. Exhibit "B" shall be re-lettered accordingly as Exhibit "A."
2. Upon date of ratification, Section 4.B shall be amended to read as follows:

"B. Upon presentation of an authorization in writing and signed by an employee, including other than full-time employees, and in a form satisfactory to the Employer, the Employer agrees to deduct from the wages of such Employee on each payday (or less often if so specified in such authorization), amounts for CSEA insurance programs, CSEA Legal Services Plan (LSP), and/or Town of Hempstead Local 880 legal plan, NYS Deferred Compensation Plan 457B Plan and Roth IRA, cafeteria plan (in accordance with Internal Revenue Code section 125), credit union and any other authorized deductions, including those which are presently in effect or which may arise as a result of agreement with the Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO."

The Town will begin to administer the NYS Deferred Compensation Plan Roth IRA option mentioned in section 4.B for those employees who choose to elect to participate in said plan beginning in January 01, 2018.

3. Section 5 shall be amended as follows:
 - a. Effective January 01, 2018, All employees who are in salary schedule B & C will be placed in Salary Schedule D.
 - b. Section 5 (a) shall be amended to provide for a 1.5% bonus for employees on the graded salary plan (except those listed in Schedule A) who did not receive a step increase on January 01, 2017. The bonus shall be calculated based upon the employee's salary as of January 01, 2017. The bonus shall be paid on December 5, 2017 to those employees who are on the Town's payroll as of the date of the contract ratification. Employees who separate from service after the date of contract ratification but prior to December 5, 2017 shall receive the bonus upon separation. The bonus shall be a one-time payment that will not be added to the Employee's base pay.
 - c. Section 5 (b) shall be amended to provide for a 1.5% bonus for employees on the graded salary plan (except those listed in Schedule A) who did not receive a step increase on January 01, 2018. The bonus shall be calculated based upon the employee's salary as of January 01, 2018. The bonus shall be paid on the first payday in December of 2018. Employees who separate from service prior to the first payday in December of 2018, shall receive the bonus upon separation. The bonus shall be a one-time payment that will not be added to the Employee's base pay.
 - d. Section 5 (c) shall be amended to provide for a 1.75% increase effective January 01, 2019.
 - e. Section 5 (d) shall be amended to provide for a 1.75 % increase effective January 01, 2020.
 - f. Effective date of ratification, a new subdivision (e) shall be added immediately preceding the current subs (e)-(h) in Section 5, which current subs (e)-(h) shall be re-lettered accordingly and the current subd (h) shall be deleted:

“(e) Effective January 01, 2021, the 2020 Salary Schedule shall be increased two (2%) percent and all employees on the Salary Schedule shall be paid accordingly.”
 - g. Effective January 01, 2017, Section 5, current subd (f) [re-lettered to be subd “g” in accordance with above shall be amended effective with the ratification date to read as follows:

“(g) All ungraded full-time employees shall receive the following:

 - (1) 1.5 % bonus based upon the Employee's salary as of January 01, 2017. The bonus shall be paid on December 5, 2017. The bonus shall be paid on December 5, 2017 to those employees who are on the Town's payroll as of

the date of the contract ratification. Employees who separate from service after the date of contract ratification but prior to December 5, 2017 shall receive the bonus upon separation. The bonus shall be a one-time payment that will not be added to the Employee's base pay.

(2) 1.5% bonus based upon the employee's salary as of January 01, 2018. The bonus shall be paid on the first payday in December of 2018.

Employees who separate from service prior to the first payday in December of 2018, shall receive the bonus upon separation. The bonus shall be a one-time payment that will not be added to the Employee's base pay.

(3) 1.75% wage increase effective January 01, 2019

(4) 1.75% wage increase effective January 1, 2020

(5) 2 % wage increase effective January 1, 2021.

4. Effective date of ratification, Schedule "A" in the CBA shall be amended to read as follow:

Schedule "A"

Assistant to the Supervisor
Chief Deputy Town Attorney
Chief of Staff (In Office of the Supervisor)
Chief Investigator (*In Office Town Attorney Only)
Commissioner (ALL)
Counsels (ALL)
Deputy Commissioner (ALL)
Deputy Executive Director, Civil Service Commission
Deputy Receiver of Taxes (ALL)
Deputy Town Clerk
Deputy Town Comptroller
Director (ALL)
Executive Assistant to the Supervisor
Executive Assistant to Town Board
Executive Director, Civil Service Commission
Legislative Aide (*Town Board Only)
Press Secretary
Principal Deputy Town Attorney
Registrar of Vital Statistics
Secretary to the Supervisor
Secretary to the Town Board
Senior Policy Advisor to the Supervisor
Special Assistant to the Supervisor
Town Attorney
Town Comptroller

6. Effective January 01, 2018, Section 6 subds (a-c) shall be amended to eliminate reference to salary schedules B and C. All employees in salary schedules B and C as of December 31, 2017 shall advance to the next step in salary schedule D on January 01, 2018. "Salary Schedule D" shall be amended to read as "Salary Schedule." No employee will suffer a pay loss as a result of this change. Salary Schedules B and C shall be eliminated from the CBA.

7. Effective January 01, 2018, Section 7 subd. (a) shall be amended to read as follows:
"Pursuant to the graded salary plan annexed, each employee in the service of the Employer shall receive the increments to which he/she is entitled by reason of the number of years of service."

8. Effective January 01, 2018, Section 7 subd. (e) shall be added immediately succeeding subdivision (d) in Section 7, which shall read as follows:

"7(e) Effective January 01, 2018, the longevity sum owed as specified in subdivisions a-d above shall be paid in equal installments in the Employee's bi-weekly paychecks. Employee shall receive such additional sum payments beginning in the pay period containing the Employee's respective anniversary date. The amount paid shall be adjusted upon the Employee attaining his/her 10, 15, and 20 year anniversary with the Employer."

9. Effective January 01, 2018, Section 8 subdivision (d)(2) shall be amended to read as follows:

"8(d)(2) The Employer shall only be obligated to pay (or co-pay) a health insurance premium if (and for so long as) such full time employee is eligible for coverage under the rules of NYSHIP. Notwithstanding the foregoing, the Town shall not be obligated to pay (or co-pay) a separate premium for the spouse of a Town employee (excepting an individual premium for such spouse commencing with his/her retirement) on whose behalf the Town is paying (or co-paying) a family premium. The Town will provide the cash buy-out equivalent to the Employee spouse with the least seniority (unless such spouse is retired), in accordance with subds 8(g)(ii) and (iii). The Employer will restore individual health coverage for the Employee upon separation with the Town or upon the death of the spouse who received family coverage. An Employee who demonstrates the need for a family plan (i.e. divorce or death of a spouse and have dependents that need health insurance coverage) the Employer will restore said family coverage with the same contribution rate which was in effect for such employee on the day immediately preceding the employee's retirement."

10. Effective date of ratification, Section 8(h) shall be amended to read as follows:
"8(h) For employees who retire with at least ten (10) years of service with the Town, the Employer shall pay the percentage share of the cost of individual or family health and dental

insurance for employees in retirement which was in effect for such employee on the day immediately preceding the employee's retirement."

11. Effective January 01, 2018, Section 8 subd.(j) shall be added immediately succeeding subd.(i) in Section 8, which shall allow the Employer to offer the Employee the option of being covered under the Empire Plan or allow the Employee to elect, in writing, to purchase one of the NYSHIP HMO plans. Should the Employee elect to purchase one of the NYSHIP HMO plans, the Employee shall be required to pay the difference in cost between the premium for the Empire Plan and the selected NYSHIP HMO. The annual sum owed shall be divided into equal payments to be deducted from the employee's bi-weekly paycheck.

12. Effective January 01, 2018, Section 9 (a) shall be amended as follows:
(a)The Employer agrees to continue the non-contributory Dental Plan now in effect, including all increases in premium payments. Employer agrees to increase benefit payments by two percent (2%) each year for the duration of this Agreement. The maximum coverage benefit shall be \$2,000 per annum until December 31, 2017. Effective January 01, 2018, the maximum coverage benefit shall be \$2040. Effective January 01, 2019, the maximum coverage benefit shall be \$2,081. Effective January 01, 2020, the maximum coverage benefit shall be \$2,123. Effective January 01, 2021, the maximum coverage benefit shall be \$2,165.

13. Effective January 01, 2018, Section 10 (a) shall be amended as follows:

"The Employer agrees to continue to pay the full cost of the non-contributory optical insurance plan now in effect, including all increases in premium payments for the duration of this Agreement. The plan coverage shall include spouses and family dependents.

The allowances will be the following amounts:

	Eff. Until January 01, 2018	Eff. After January 01, 2018
Examination	\$ 40.00	\$ 45.00
Frames	\$ 35.00	\$ 40.00
Lenses	\$ 25.00	\$ 30.00
Contacts	\$ 30.00	\$ 35.00
Bifocals	\$ 40.00	\$ 45.00
Trifocals	\$ 50.00	\$ 55.00
Tinting	\$ 10.00	\$ 15.00
Anti-reflective	\$ 10.00	\$ 15.00

Effective upon January 01, 2018, the maximum annual optical coverage shall be \$ 275.00.

14. Effective upon ratification, Section 11 (b) shall be amended to read as follows:

“11 (b) Three (3) days notice of intention to use personal leave shall be given to the department, except in the event of an emergency. The employee shall determine the existence of an emergency. In such event, the employee shall call and report his intended absence because of the emergency, if practicable, prior to the start of the regularly scheduled work tour. Five (5) personal days per year may be used for emergency personal leave. However, employees may not use an “emergency personal day” on the workday before or after a holiday listed in Section 18A. “

15. Effective upon the ratification date, Section 13 shall be amended to delete subs (a) and (b), re-letter current subs (c)-(g) and amend current subd (c) to read as follows:

“ (a) During each calendar year of this agreement, each employee shall be entitled to annual vacation leave, with pay, based on employment as follows:
Upon completion of six (6) months employment (completion of 13 bi-weekly payroll periods), an employee will receive a credit of five (5) days. After the first anniversary date of employment, employees will receive a credit of five (5) days and will receive a credit of one half (½) day each bi-weekly payroll period provided that the employee worked or was paid as having worked (vacation, sick leave, personal or bereavement leave) no less than six (6) of the ten (10) working days in the payroll period for a total of thirteen (13) days. Thereafter on each anniversary date of employment the employee will receive additional vacation leave credit to receive the following total yearly vacation leave:

Years of Service	Bonus Vacation Leave	Yearly Total Vacation Leave
2	0 days	13 days
3	1 days	14 days
4	2 days	15 days
5	3 days	16 days
6	4 days	17 days
7	5 days	18 days
8	6 days	19 days
9	6 days	19 days
10	8 days	20 days
11	8 days	20 days
12	8 days	20 days
13	9 days	21 days
14	9 days	21 days

15+	12 days	25 days
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16. Effective upon the ratification date, Section 13 (e)(i) shall re-lettered and amended as follows:

“(c)(i) Upon termination of service with the Employer, the employee or his/her legal representative shall receive payment for accumulated unused vacation leave of record up to a maximum of one hundred (100) days or such other maximum as may be appropriate under section 13(g)(ii) hereof, based on the salary of the employee at the time of such termination. Such payment shall be made within forty-five (45) days of the date of severance, unless the parties agree, by superseding agreement, to stipulate to a different time frame for said payments to be made.”

17. Effective upon the ratification date, Section 13(f) shall be re-lettered in accordance with above, shall be amended as follows:

“(d)(i) Vacation leave will be considered a pre-planned absence from employment. Each department of the Employer based on operational needs, shall establish and post reasonable requirements as to vacation scheduling. Where practical, seniority with the Employer shall determine priority order for vacation schedules.

(d)(ii) Absence for any reason not preplanned or scheduled vacation leave shall be chargeable to any other authorized leave provision, except that a department head, at the request of the employee, shall grant to an employee who has exhausted all of his sick leave and who is absent due to illness, vacation leave only if the employee utilizes three (3) consecutive accrued vacation days, before being placed on a leave without pay status. The department head at his discretion shall have the right to have an employee who is utilizing vacation leave in lieu of sick leave as specified herein, examined by a doctor at the employee’s expense. A report of said examination shall be submitted to the department head prior to the employee’s return to work (doctor’s report forms to be provided by the Employer). If the employee fails to submit the above-mentioned report, then the employee shall be treated as if he was on leave without pay and vacation leave shall be re-credited. For purposes of this subdivision, three (3) consecutive days shall mean three (3) consecutive regularly scheduled work days regardless of intervening non-scheduled work days.

18. Effective upon the ratification date, Section 14 A (4) shall be amended to read as follows:

“14 A (4) Each employee, including “other than full-time employees,” who shall have averaged at least twenty (20) hours per week of scheduled work for the Town in a calendar year, shall be entitled to up to four hours paid leave in the subsequent calendar year within the term of this Agreement for the purpose of being screened for cancer. Such screening to be by a licensed medical professional and verified pursuant to such reasonable regulations regarding same as may be established by the Town from time to time.”

19. Effective upon the ratification date, Section 14 C shall be amended to be referenced as the “Medical Care Leave” provision and the section shall be modified to read as follows:

“14 C Medical Care Leave:

Medical Care Leave without pay or benefits may be provided to employees who have an immediate family member or whose own medical condition requires someone’s presence or if an employee has a medical condition which causes the employee to be unable to perform his job functions. If the employee is on a medical care leave pursuant to this section due to his own serious health condition, then such leave shall not exceed one year, inclusive of any accrued leave entitlements. If the employee is on medical leave because of an immediate family member’s medical condition that requires someone’s presence then such leave shall not exceed one year, inclusive of any accrued leave entitlements excluding sick leave. No more than one marital spouse may be on family care leave at any one time. Eligibility for medical care leave shall be limited to employees who have one (1) year of service or more with the Town. A leave request for this purpose shall not be unreasonably denied.”

20. Effective upon the ratification date, Section 14 E shall be amended as follows, to remove the twelve (12) day maximum contribution that may be made per employee per year to the catastrophic leave program. Thus the section should read as follows:

“ 14 E The Town has established a catastrophic sick leave program. Such catastrophic leave program shall be composed of employee-donated sick, vacation, or personal leave and shall be administered by a jointly established Committee comprised of six (6) members, three of whom shall be appointed by the Local 880 CSEA and three of whom shall be appointed by the Town. The purpose of the catastrophic leave program shall be to offer employees who have exhausted their accumulated leave entitlements some leave of assistance in the form of donated paid leave so that such employees may attend to matters of necessity without suffering loss of pay. Employee contributions made through the catastrophic leave program shall be on a voluntary basis. In order to be eligible to receive donated time, an employee must have worked a minimum of six months as a full-time employee. All Committee decisions shall require a majority vote.”

21. Effective upon the ratification date, Section 15 shall be amended to define the phrase “comparable as to compensation” as compensation that is within five percent (5%) of the base salary earned by the employee at the time of his/her layoff.

22. Effective upon the ratification date, Section 16 shall be amended to add subdivisions (a), (b)(i)-(ii) which read as follows:

“(a): The Employer shall continue the existing retirement plan.

(b) Retirement Incentive

(i) The Employer shall pay the percentage share of the cost of health and dental insurance for the surviving spouse (and, if applicable, the Employee's dependents, provided that the surviving spouse demonstrates a need for family coverage) for the life of the surviving spouse of the Employee described in section 16(b)(i)(a) hereof at the same rate of contribution which was in effect for such Employee on the day immediately preceding the Employee's retirement.

(a) Employees covered by the incentive described in the preceding paragraph are those who have completed twenty (20) years of service with the Employer and who retire from the Town:

- on or after the date on which they are first eligible to retire, *with or without* penalty, based on age, length of service and tier under the New York State and Local Retirement System (NYSLRS), and
- before the six (6) month anniversary of the date on which the Employee was first eligible to retire, *without penalty*, based on age, length of service and tier under the NYSLRS or December 31, 2017, whichever is later.

(ii) For purposes of this retirement incentive, the term "Surviving spouse" shall be defined as the spouse of the Employee at the time of his/her retirement. These benefits shall not extend to any subsequent re-marriage of the Employee subsequent to retirement.

23. Effective upon the ratification date, Section 17 (b) shall be amended to read as follows:

"(b) Each employee, except employees whose titles are listed in Schedule F, shall be paid one and one-half (1 ½) times his/her regular hourly rate of pay for all time worked in excess of forty (40) hours per week. Employees whose titles are listed in Schedule F shall receive compensatory time at the rate of time and a half (1 ½) for all hours worked in excess of forty (40) hours in any scheduled workweek in lieu of cash overtime. The regular hourly rate for overtime purposes shall be computed by dividing the annual salary of such employee by two thousand eighty (2,080) hours. Vacation time, sick days, holidays, personal leave and bereavement leave shall be counted as time worked for the purposes of computing overtime."

24. Effective upon ratification, Section 17 subds (c), (d), and (e) shall be deleted, the remaining subds shall be re-lettered accordingly.

25. Effective date of ratification, Schedule "F" shall be amended to add the following titles:

SCHEDULE F

Accountant III	Inspector
Administrative Assistant	Laboratory Supervisor
Administrative Officer I	Legislative Aide (*Town Board Only)
Administrative Officer II	Member - Board, Commissioner or Committee
Assistant Director (ALL)	Multi-Keyboard Supervisor
Assistant Superintendent of Sanitation	Office Services Supervisor
Assistant to Commissioner (ALL)	Park Maintenance Supervisor
Assistant to Deputy Commissioner (ALL)	Park Supervisor II
Assistant to Director (ALL)	Park Supervisor III
Assistant to the Chief Bay Constable	Payroll Supervisor
Assistant to the Deputy Commissioner (ALL)	Personnel Specialist II
Assistant to the Supervisor	Personnel Specialist III
Assistant to the Town Comptroller (ALL)	Personnel Specialist IV
Automotive Maintenance Coordinator	Pest Control Supervisor
Automotive Parts Supervisor	Planner Supervisor
Automotive Shop Supervisor	Press Secretary
Bookkeeping Operations Supervisor	Principal Deputy Town Attorney
Building Maintenance Supervisor I	Public Information Officer
Building Maintenance Supervisor II	Recreation Facility Manager
Building Manager	Registrar of Vital Statistics (Part-Time)
Carpenter Services Supervisor	Risk Management Officer
Chairman - Board, Commission or Committee	Sanitation Safety Coordinator
Chief Deputy Town Attorney	Sanitation Supervisor
Chief Investigator (*In Office Town Attorney Only)	Secretary (in the Office of the Supervisor)
Chief of Staff (In Office of the Supervisor)	Secretary to Joint Village-Town Aircraft Noise Abatement Committee (JVTANAC)
Civil Service Administrator	Secretary to the Board of Zoning Appeals
Commissioner (ALL)	Secretary to the Public Employment Relations Board
Community Development	Secretary to the Supervisor
Communications Coordinator	Secretary to the Town Board
Confidential Assistant (ALL)	Secretary to the Town Clerk
Confidential Investigator	Senior Deputy Town Attorney
Coordinator (ALL)	Senior Law Assistant (In Office of Town Attorney)
Counsel (ALL)	Senior Policy Advisor to the Supervisor
Deputy Commissioner (ALL)	Special Assistant to the Supervisor
Deputy Executive Director (ALL)	Special Investigator (Classified Matters)
Deputy Receiver of Taxes (ALL)	Special Investigator (Sanitation)
Deputy Town Attorney	Special Park District Supervisor
Deputy Town Clerk	Superintendent of Sanitation
	Superintendent of Street Lighting
	Superintendent of Water Supply

Deputy Town Comptroller
Director (ALL)
Electrical Services Supervisor
Executive Assistant to the Supervisor
Executive Assistant to Town Board
Executive Director, Civil Service
Commission
Highway Maintenance Crew Chief
Highway Maintenance Supervisor
Historian
Housing Supervisor
Industrial Development Assistant

Supervisor of Building Operations
Supervisor of Construction Inspection Services
Supervisor of Inspection Services
Supervisor of Licensing
Supervisor of Marina Maintenance
Supervisor of Marine Maintenance
Supervisor of Waterways Maintenance
Town Attorney
Town Comptroller
Vocational Training Supervisor
Water Distribution Supervisor
Water Metering Supervisor

26. Effective upon ratification, Section 17 current subd (f) which shall be re-lettered according as subd (d) shall be amended to read as follows:

“Employees whose titles are listed in Schedule F shall be eligible to receive holiday pay as described in Article 18 of the current contract.”

27. Effective upon ratification, Section 17 current subd (h), which shall be re-lettered accordingly as subd (f), shall be amended to read as follows:

“(f) Employees who earn compensatory time in lieu of cash overtime shall be paid at the rate of time and a half (1 ½). Compensatory time earned shall be placed in a “Compensatory Time Bank.” Subject to the cash payout upon termination limitation in subdivision (g) below, there shall be no limit to the amount of compensatory time that may be accumulated in a “Compensatory Time Bank.” The use of compensatory time shall be considered a pre-planned absence from employment and shall be governed by each Department’s operational needs and vacation leave policies.

(g) Upon termination of service with the Employer, the employee or his/her legal representative shall receive payment for accumulated unused compensatory time in the employee’s “Compensatory Time Bank” of record up to a maximum of one hundred (100) days, based on the salary of the employee at the time of such termination.”

28. Effective upon ratification, the first paragraph of Section 20 shall be amended to read as follows: “Employees, other than those enumerated in Schedule F, who are called to work on other than a regularly-scheduled work tour shall be guaranteed a minimum of four (4) hours pay at straight time unless actual time worked (computed at time and one-half) should exceed the monetary amount that is represented by four (4) hours at straight time. Employees enumerated in Schedule F, shall receive compensatory time at the rate of time and a half (1

½) for all hours worked in excess of forty (40) hours in any scheduled workweek in lieu of cash overtime.”

29. Effective upon ratification, Section 25 shall be amended to include the following paragraph after sub (d):

“For all applications in the Collective Bargaining Agreement, seniority shall be defined as time with the employer in full-time status. Should a tie exist, then in that situation only, the employee’s “other than full-time” experience with the Employer shall be considered, *pro rata*, to determine seniority.”

30. Effective upon ratification, Section 37 shall be amended to read as follows:

“This contract shall take effect at 12:01 a.m. January 01, 2017 and expire at midnight December 31, 2021.”

31. Effective upon ratification, the Grievance Procedure referenced in Section 27 shall be amended. Section 27 shall be amended to read as follows:

“27. The grievance procedure is attached hereto. However, the parties shall continue to discuss streamlining such procedure.”

32. Effective upon ratification, the Disciplinary Procedure referenced in Section 28 shall be amended, as attached herein.

33. Effective date of ratification, the parties agree to create Section 50 in the CBA. Section 50 shall read as follows:

“ 50. WORKERS’ COMPENSATION LEAVE

(a) Employees who are injured in the course of their employment after the date of contract ratification, as determined by the Workers’ Compensation Board, shall receive their full salary, without the use of accruals, for a period not exceeding six (6) months (based on the number of working days per month), less the amount of loss wage benefits that were awarded to or received by the employee during that six (6) month period, commencing as of the date of the report by the Town’s carrier that indicates its determination that such injury is a compensable injury. The Town’s carrier will make said determination within ten (10) working days. Payments under this section shall be limited to a maximum of an aggregated six (6) months of working days during an employee’s tenure with the Town. Employees receiving payments under this section shall not earn sick leave, vacation leave, personal leave, or other paid leave days while on Workers’ Compensation leave. In the event of permanent disability, salary payments shall cease when a determination of such permanency is made, but in no event shall the Town be obligated to pay more than an aggregated six (6) months of full salary during an employee’s tenure with the Town. Employees shall comply

with the Town's procedures as set forth below, in order to qualify to receive their six (6) months of full salary as stated herein. Any employee who received compensation benefits for wages at any time while they also received full pay from the Town shall assign such compensation payments to the Town.

(b) An Employee may utilize his/her leave accruals while out on workers' compensation leave only during the first ten (10) days of leave or only after he/she receives the aggregated six (6) months of full salary payments as stated in paragraph (a) of this Section. An Employee who utilizes his/her leave entitlements (except during the first ten (10) days of the Employee's initial injury) or is receiving payments from the workers' compensation board or is on a no-pay status because the Employee is claiming to have suffered a work-related injury must comply with the Town's procedures as stated in subdivision (e) of this Section.

(c) Any employee, who is on Workers' Compensation leave and receiving his/her full salary from the Town as specified in paragraph (a), shall remain in his/her current address as it appears on the Employer's personnel records for the period from 9:00 a.m. to 5:00 p.m., Monday through Friday. The employee may leave his/her residence between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, only to receive medical treatment and shall notify the Town's designated representative that he/she is leaving the residence. After receiving said treatment, the employee must produce a report of said examination and proof of attendance to the department head within seven (7) calendar days. The Employer will supply the report forms the doctor is required to fill out. The employee must be available to answer the door in person for a Town representative or answer a telephone call to his/her current telephone number as it appears on the Employer's personnel records from a Town representative ascertaining the employee's status within the residence. Failing to be available in person or on the telephone will result in the discontinuance of payments as specified in subdivision (a) and in disciplinary action.

(d) After the employee exhausts the six (6) months of paid leave as specified in paragraph (a), the employee shall be entitled to the benefits received by order of the Workers' Compensation Board or may utilize his/her leave accruals. Employ

(e) An employee, who is on Workers' Compensation leave and has exhausted the six (6) months of paid leave as specified in paragraph (a), or meets one the of the criteria listed in (b) above, shall be required to report daily, in person, to the office designated by the Town between the hours of 9:00 a.m. and 9:30 a.m. to scan in (if the employee is exempt from scanning in in accordance with the Employee's Department's Time and Attendance Policy, the Employee shall sign in). If an employee cannot report in person because the Employee is non-ambulatory, a letter must be presented by the employee's doctor stating same and the period of time such employee will not be able to report in person because the employee is non-ambulatory.

(f) Nothing herein is intended to reduce any benefit that the employee is entitled to under the Workers' Compensation Law."

34. Effective date of ratification, the parties agree to create Section 51 in the CBA. Section 51 shall read as follows:

51. REASONABLE NOTICE: The Employer shall provide ten (10) calendar days written notice to the employee of a permanent schedule change and five (5) calendar days written notice to the employee of a temporary schedule change. For purposes of this section, a "temporary schedule change" shall not exceed ten (10) working days. Notwithstanding the foregoing, written notice will not be required if the schedule change is necessitated by an emergency situation.

35. Effective upon ratification, the grievance procedure shall be amended to read as follows:

GRIEVANCE PROCEDURE FOR TOWN OF HEMPSTEAD EMPLOYEES

Including other than full-time employees as per Part 6.0 hereof. Regulations governing the submission and settlement of grievances of Town of Hempstead employees.

PREAMBLE:

In order to establish a more harmonious and cooperative relationship between the Town of Hempstead and its employees, it is hereby declared to be the policy of the administration of the Town to provide for the settlement of employment grievances through the following procedure.

Part 1.0 DEFINITIONS

1.1 The term "Board" shall mean the Town of Hempstead Grievance Board.

1.2 The term "Department" means departments, boards, agencies, commissions, or special districts of the Town government.

1.3 The term "CSEA" means the recognized bargaining agent.

1.4 The term "Employee Representative" means the agent selected by the employee to act in his/her behalf in the processing of a grievance.

1.5 The term "Department Representative" means the officer or employee designated by the head of such department to act with full authority in his/her behalf in making a determination on a grievance.

1.6 "Immediate Supervisor" means the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and reviews the employee's work, approves his/her time record or evaluates his/her work performance by or with the designation of the department head.

1.7 "Grievance" shall be defined as any claimed violation, misinterpretation or inequitable application of the existing collective bargaining agreement, rules, procedures, regulations, administrative orders or work rules of the employer or a department, except any matter which is otherwise reviewable pursuant to the Civil Service Law.

1.8 "Group Grievance" means a grievance affecting more than one employee in which a common question(s) predominates and the joining of such claims is superior for the fair and efficient resolution of the matter. Only CSEA can process group grievances.

1.9 "Higher Ranking Supervisor" means the employee or officer on a higher level of authority in direct line above the immediate supervisor and below the level of the department head.

1.10 "Hearing Representative" means the officer or employee designated by the department head to conduct a hearing at the second step of the procedure herein.

INTRODUCTION:

Part 2.0

The provisions and procedures established hereunder shall be applicable to grievances in any department, board, agency, commission or special district of the Town of Hempstead. This procedure shall not apply to any matter involving an employee's job classification, title, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to Civil Service Law or any rule, law or regulation having the force and effect of law.

It is the fundamental responsibility of supervisors or those in charge to take appropriate action promptly and fairly upon the grievances of their subordinates.

The head of each department, board, agency, commission or special district of the Town of Hempstead shall be responsible for carrying out the regulations prescribed herein and maintaining the standards herein prescribed.

DEPARTMENTAL RESPONSIBILITY:

Part 3.0

An employee shall be entitled to a representative selected by CSEA in the presentation and processing of a grievance.

3.1 The first step shall consist of the employee's presentation of his/her grievance to his/her immediate supervisor, who shall consult with and permit the employee to consult with any of his/her higher-ranking supervisors below the head of the department, board, agency, commission, or special district of the Town of Hempstead. The discussion and resolution of grievances in the first step shall be on an oral basis.

3.2 The second step shall be the determination of the grievance by the head of the department, board, agency, commission, or special district or by a duly designated representative. If a grievance is not satisfactorily settled at the first step, the employee may request a review and determination by the head of the department, board, agency, commission, or special district of the Town of Hempstead or designated representative. In this case, the specific nature of the grievance shall be made in writing,

by the employee and by the appropriate supervisors. The head of the department, board, agency, commission, or special district shall, at the request of the employee, hold an informal hearing. The employee and his/her representative may appear and present oral statements or arguments. The determination of such grievance shall be made by the head of the department, board, agency, commission, or special district, or his/her representative.

PROCEDURES:

Part 4.0

4.1 All employees have the right to present their grievance in accordance with the procedures described herein, with the assistance of a representative of the CSEA, and free from interference, coercion, restraint, discrimination, or reprisal. The CSEA shall have a right to have a representative present at each grievance step and to be notified of each decision. The time within which to bring an employee or group grievance shall be six (6) months.

4.2 Step 1 An employee who feels that he/she has been aggrieved may orally present his/her grievance to his/her immediate supervisor or department supervisor common to the group who shall carefully consider the matter and, within five (5) working days thereafter, make a determination and advise the employee and the CSEA of the decision.

4.3 Step 2 If the grievance is not satisfactorily adjusted at Step 1, an employee or his/her CSEA representative may present the matter to his/her department head within five (5) working days after notification of the decision provided in Step 1, by filing with his/her department head or a duly designated representative, a written notice of the specified grievance on an official form provided for that purpose. Within ten (10) working days after it is presented to him/her, the department head or duly designated representative shall make a written determination and advise the employee and the CSEA of the decision.

4.4 Step 3 If the grievance is not satisfactorily adjusted at Step 2, an employee or his/her CSEA representative may appeal the matter to the Town of Hempstead Grievance Board within thirty (30) working days after the decision provided at Step 2.

4.5 The Grievance Board shall commence a hearing within twenty (20) working days after the receipt of the employee's request and shall render a decision within forty-five (45) working days. Both the Grievance Board and the employee shall be entitled to one (1) adjournment as of right, but further adjournments may only be by mutual consent.

4.6 Any matter that is not a grievance as defined herein shall not be the subject of the binding arbitration procedure provided herein.

4.7 The parties to the grievance may submit written statements on matters relating to the grievance to the Board prior to the hearing. The employee, his representative, if any, and the head of the department shall be notified in writing of the decision of the Board.

4.8 If a grievance is referred to the Labor Management Committee by mutual consent, the Labor Management Committee shall meet within ten (10) working days and render a decision within ten (10) working days subsequent to its last meeting.

4.9 The appeals to the Grievance Board will be heard in private.

4.10 Step 4 Within thirty (30) working days after the notification of the decision reached at Step 3, a grievance as defined herein, with the consent of the CSEA, shall be submitted to arbitration for review.

4.11 Panel of Arbitrators. The Employer and the CSEA shall mutually agree on a panel of twelve (12) arbitrators. Each person selected must be a labor arbitration panel member of the American Arbitration Association or the New York State Public Employment Relations Board panel.

4.12 Arbitrators shall be selected in alphabetical order. The arbitrator selected shall be notified immediately and must hold the hearing within thirty (30) calendar days from the date of his/her designation unless otherwise agreed to by the parties.

4.13 If the arbitrator selected advises the parties that he/she is unable to hear the dispute within thirty (30) calendar days from the date he/she is notified of selection, the next arbitrator on the list shall be designated. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

4.14 Those selected as arbitrators under this Agreement shall receive a fee as may be agreed upon between the parties per day, to include all expenses, and to be borne equally by the parties.

4.15 The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect. It is understood that a grievance proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the Agreement was still in effect. The award of the arbitrator so made shall be final and binding on the parties.

4.16 The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

4.17 The arbitrators shall issue written findings of fact and binding decision for resolving the grievance to the parties within thirty (30) calendar days after the hearing.

4.18 Arbitration hearings shall consist of, but not be limited to, a review of the evidence, record and decisions reached at Step 3.

4.19 Evidence that has not been submitted at the Grievance Board hearing shall not be submitted at an arbitration hearing unless the party submitting the evidence has submitted same to the Grievance Board at least ten (10) calendar days prior to the arbitration hearing. It is understood that the term "evidence" shall not include the submission of decisions regarding similar cases, new arguments, the submission of applicable statutes, rules, regulations or case law.

4.20 Should the Town Grievance Board change its decision subsequent to the timely submission of new evidence, and should the CSEA withdraw a grievance as a result thereof, any cancellation fee charged by the arbitrator shall be borne equally by the parties.

4.21 Group Grievances shall be presented to the Department Head or the Director of Human Resources if the group encompasses more than one department.

Part 5.0 For the purpose of this Grievance Procedure:

5.1 Failure by the Employer, at any step of the procedure provided herein, to communicate a decision of a grievance within the specified time limits shall permit the employee to proceed to the next step.

5.2 Failure by the employee or CSEA at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step.

5.3 Conferences and hearings held under the procedure provided herein shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present at such conferences or hearings. When such conferences or hearings are held during working hours, all individuals necessary for the conferences or hearings will be excused without loss of pay or benefits for the purpose of attending such conferences or hearings.

Part 6.0 A Grievance Committee, comprised of a total of four (4) members (two [2] from CSEA and two [2] from the Town of Hempstead), mutually agreeable to both sides, shall be formed solely for the purpose of investigating grievances on behalf of other than full-time employees having a minimum of thirty (30) days length of service. Upon finding by a majority of this Committee that the grievance is warranted, said other than full-time employee will be permitted to process his/her grievance in accordance with the grievance procedure herein.

36. Effective upon ratification, the Disciplinary Procedure for Town of Hempstead Employees, Disciplinary Review Procedure and the Disciplinary Arbitration procedures shall be amended to read as follows:

DISCIPLINARY PROCEDURE FOR TOWN OF HEMPSTEAD EMPLOYEES

1.0 The provisions of this section shall be exclusive for all employees of the Employer who previously had, or upon subsequently becoming employed would have had, the disciplinary protections afforded under Section 75 of the Civil Service Law of the State of New York or Chapter 37 of the Code of the Town of Hempstead, were it not for the enactment of this new disciplinary procedure. It is further understood that employees of the Employer who were not previously granted the protections of either Section 75 or Chapter 37 are not entitled to the disciplinary protection afforded herein unless they are subsequently employed in a title that provides for such protection were it not for the enactment of this new disciplinary procedure.

1.1 There shall be a trial period of six (6) months from date of original hire for all employees in full-time positions, unless a longer, or new, or additional probationary or trainee period is provided by the Civil Service Commission Rules or by New York State statute. During this trial period, the employee holding the position shall not have any disciplinary protection. In addition, an employee's failure of a probationary or trainee period required by the Civil Service Commission shall not be subject to the Disciplinary Procedure.

1.2 Interruptions of service in a full-time or other than full-time position, lasting less than one year, shall not be an interruption of years of continuous service.

1.3 Only an employee who has passed the trial period, as set forth above, shall be entitled to use the Disciplinary Review Procedure as set forth in this section.

1.4 An employee who is other than full-time, temporary, provisional, exempt (unless otherwise protected under the Civil Service Law), or in the unclassified service, or in a position designated by the Civil Service Commission as "confidential" or "influencing policy", shall not have the protections of this procedure in this Agreement. However, during the time that an other than full-time employee is on the Eligibility List (provided under Section 49B of the parties' CBA), such employee shall be eligible for the protections of Schedule E of this Agreement. Time served in any such position shall not be credited towards a trial period, except that following a permanent appointment, time served in subsequent positions (other than: full-time, temporary, unclassified, or positions designated by the Civil Service Commission as "confidential" or "influencing policy") shall be credited towards the trial period.

2.0 An employee who is covered by this schedule may not have any of the Health, Dental or Optical insurance benefits provided for in this Agreement suspended, discontinued, or interrupted by the Town pending the completion of the Disciplinary Review Procedure provided for in this section. The Town shall continue to pay the full cost of individual and family health and dental insurance that was in effect for such employee on the day immediately preceding his/her termination. However, the employee shall be required to reimburse the Employer for any required percentage share of the cost of the health insurance premium upon the conclusion of the disciplinary proceedings.

3.0 No penalty or punishment beyond a reprimand may be imposed unless the employee has been given a reasonable opportunity to have a CSEA representative present at the time any such penalty or punishment is imposed.

3.1 No employee shall be asked or required to sign a resignation unless he/she has first been afforded a reasonable opportunity to consult with a CSEA representative.

4.0 When an employee is being interviewed by a departmental representative under circumstances that may lead to the imposition of a disciplinary penalty against him/her other than a reprimand, the employee shall be given an opportunity to have a CSEA representative present during such interview.

4.1 Such CSEA representative shall be excused from work for a sufficient period of time necessary to assist the employee who has requested his/her presence.

4.2 Such representative, while having the right to be present during the period of interview, shall also have the right to confer with and advise the employee both before and after the interview.

4.3 Statements made by an employee after notice of an investigation related to charges which may be brought against such employee, which statements are made in the absence of an opportunity to have his representative available at the interview, shall not be admissible in the Disciplinary Review Procedure.

5.0 NOTICE OF DISCIPLINE AND CHARGES: An employee who is entitled to the protections of this section shall, within fifteen (15) calendar days of the imposition of a penalty, be served with written notice of the discipline and charges of incompetence and/or misconduct either in person or by certified mail, return receipt requested, to his/her current address as it appears on the Employer's personnel records. If the employee wishes to contest said discipline, the employee must proceed in accordance with the Disciplinary Review Procedure set forth in this section. A copy of such notice

and charges shall simultaneously be served upon the CSEA.

6.0 Discipline may consist of and shall be limited to a reprimand, or a fine not to exceed one hundred dollars (\$100) or a loss of leave entitlements not to exceed thirty (30) days, or a suspension without pay, or demotion in grade or step or dismissal from Town service.

6.1 A discharge or a suspension without pay, in excess of fifteen working days, shall entitle the CSEA to proceed directly to Step 3 of the Disciplinary Review Procedure for expedited arbitration.

7.0 No discipline may be imposed more than eighteen (18) months after the occurrence of the alleged incompetence or misconduct complained of by the Town and described in the notice and charges, unless said incompetence or misconduct would, if proved in a court of competent jurisdiction, constitute a crime.

8.0 DISCIPLINARY REVIEW PROCEDURE:

8.1 Step 1. Within fifteen (15) working days after the imposition of disciplinary action or receipt of notice of discipline and charges, whichever is first, an employee who objects to the disciplinary action which was imposed shall present his/her objection in writing to his/her department head, who shall carefully consider the matter, and within ten (10) working days thereafter, make a determination and advise the employee and the CSEA of the decision.

8.2 Step 2. If the objection is not satisfactorily adjusted at Step 1, an employee or his/her CSEA representative shall appeal the matter to a Town disciplinary review officer within ten (10) working days after notification of the decision provided in Step 1, by filing with the Town disciplinary review officer a notice of appeal on the form provided by the Town. On a date mutually agreed upon by the Town and the CSEA, but not exceeding sixty (60) working days after the filing of the appeal, the disciplinary review officer shall schedule a conference to review the appeal. Conferences will be concluded no later than twenty (20) working days after the initial conference unless there is mutual consent to extend the time. Within fifteen (15) working days after the close of the conference, the Town disciplinary review officer shall make a written determination on the appeal and advise the employee and the CSEA of that determination.

8.3 Step 3 Within fifteen (15) working days after (a) notification of the decision reached at Step 2; (b) discharge; or (c) suspension without pay in excess of fifteen (15) working days, only the CSEA may proceed to Disciplinary Arbitration.

9.0 DISCIPLINARY ARBITRATION:

9.1 Panel of Arbitrators. The Employer and the CSEA shall mutually agree on a panel of twelve (12) arbitrators. Each person selected must be a labor arbitration panel member of the American Arbitration Association or the New York State Public Employment Relations Board panel.

9.2 Arbitrators shall be selected in alphabetical order. The arbitrator selected shall be notified

immediately and must hold the hearing within thirty (30) calendar days from the date of his/her designation unless otherwise agreed to by the parties.

9.3 If the arbitrator selected advises the parties that he/she is unable to hear the dispute within thirty (30) calendar days from the date he/she is notified of selection, the next arbitrator on the list shall be designated. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

9.4 Those selected as arbitrators under this Agreement shall receive a fee as may be agreed upon between the parties per day, to include all expenses, and to be borne equally by the parties.

9.5 The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect. It is understood that a disciplinary proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the Agreement was still in effect. The award of the arbitrator so made shall be final and binding on the parties.

9.6 The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

9.7 The arbitrators shall issue written findings of fact and binding decision for resolving the disciplinary action to the parties within thirty (30) calendar days after the hearing.

9.8 For the purpose of this Disciplinary Review Procedure:

(a) Failure by the Town, at any step of the procedure provided herein, to communicate a decision on a grievance or objection within the specified time limits shall permit the employee or the CSEA to proceed to the next step.

(b) Failure by the employee or CSEA at any step of this procedure to appeal a disciplinary action to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step.

(c) Judicial Review of Disciplinary Action shall be exclusively limited to procedures available under C.P.L.R. Article 75.

(d) Neither the CSEA nor the Town shall be permitted more than two (2) adjournments of any arbitration case. No adjournment shall be for more than ten (10) working days. Default will be granted against the party requesting more than two (2) adjournments.

(e) The arbitrator shall only decide whether misconduct or incompetence existed, and if so, the

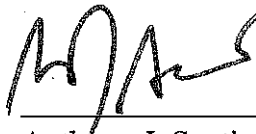
appropriate penalty permitted by this Agreement. The arbitrator shall also decide whether the disciplinary procedures set forth in this agreement were violated.

(f) No employee shall be suspended for more than fifteen (15) working days, pending the ruling of the arbitrator, unless the employee:

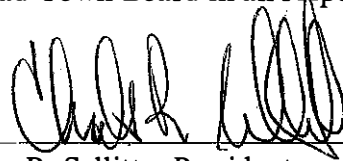
(i) poses a threat to the residents of the Town of Hempstead, property of the Town of Hempstead, or other employees of the Town of Hempstead; or

(ii) is dismissed by the Town of Hempstead.

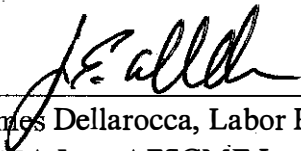
37. The undersigned negotiators hereby agree to recommend the foregoing terms and conditions of employment be incorporated into a successor Collective Bargaining Agreement and be ratified by their respective principals. No agreement shall be deemed to have been made between the Town and the CSEA, however, until and unless this Memorandum shall have been ratified through the CSEA ratification process and by the Hempstead Town Board in all respects.



Anthony J. Santino, Supervisor
Town of Hempstead



Charles R. Sellitto, President
CSEA Local 880



James Dellarocca, Labor Relations Spec.
CSEA Inc., AFSCME Local 1000

CASE NO.

RESOLUTION NO.

ADOPTED:

Council(wo)man

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A
MEMORANDUM OF AGREEMENT WITH THE CIVIL SERVICE
EMPLOYEES ASSOCIATION (CSEA), AFSCME LOCAL 1000
STIPULATING THE REQUIREMENTS OF THE CSEA PEER TRAINER
PROGRAM

WHEREAS, the Civil Service Employees Association (CSEA), AFSCME Local 1000 is desirous of offering a Peer Trainer Program for occupational safety and health training to employers that have CSEA represented employees; and

WHEREAS, it is a requirement of law for the employer to provide a safe and healthy workplace for its employees and imperative that employees be able to identify and report hazardous conditions that may exist in the workplace; and

WHEREAS, the above parties have reached an agreement for the CSEA to provide a Peer Trainer Program to Town of Hempstead employees chosen by the Town and all ensuing costs for this program to be fully borne by the CSEA.

WHEREAS, the Supervisor 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 Supervisor be and hereby is authorized to execute the Memorandum of Agreement to participate in the CSEA Peer Trainer Program under the terms set forth in the aforesaid memorandum of agreement.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

8712

Memorandum of Agreement
Between the Civil Service Employees Association (CSEA), AFSCME Local 1000 and
The Town of Hempstead
Regarding the Requirements of the CSEA Peer Trainer Program

RECEIVED
TOWN OF HEMPSTEAD
2017 JUN -7 P 2:17
HUMAN RESOURCES

The purpose of this Memorandum of Agreement is to clarify the requirements of and create an agreement between CSEA and The Town of Hempstead for participation in CSEA's peer trainer program.

Responsibilities

This agreement shall not alleviate the employer of their responsibilities under state and federal law. The federally funded CSEA Peer Trainer Program, hereby referred to as "the program," is a labor/management cooperative effort to create a compliant, worksite specific, Occupational Safety and Health training program for applicable safety topics.

Funding

Funding for this program comes from the United States National Institute of Environmental Health Sciences (NIEHS), all parties are subject to applicable federal requirements clarified in this agreement. The workplace must have a CSEA or AFSCME bargaining unit to be eligible. The program is contingent upon receiving funding from the NIEHS. To ensure future funding, CSEA will solicit a letter of support from The Town of Hempstead in advance of program reapplication. Loss of grant funding will result in a discontinuation of the program. CSEA will provide written notice a minimum thirty (30) days prior to the termination of the Memorandum of Agreement.

Peer Trainer Selection

The program requires a team of a minimum two (2) peer trainers. Training teams must consist of one (1) CSEA member appointed by the CSEA Bargaining Unit President and one management designee. The management designee can be M/C or belong to any union including CSEA. The addition of peer trainers beyond the required two (2) is at the discretion of CSEA's Principal Investigator and/or Project Director and is based upon the size of the employer's workforce and budgetary constraints of the grant. It is preferable but not required that peer trainers have either experience in the work that is being trained, or they are the health and safety officer or a manager for the employer. Unless, health and safety training is a part of a worker's previously established job duties, peer trainers participate in the program on a voluntary basis and must be willing and aware of their expectations prior to attending any training program. It is CSEA's expectation that the same peer training team will attend all the course topics that the employer, CSEA and the peer trainers cooperatively choose to participate in.

Release Time

The employer shall provide release time to the peer trainers for:

- travel to/from the Train-the-Trainer session.
- classroom time in training
- the annual refresher
- adequate time to prepare prior to delivering training to their co-workers (see Trainer Preparation Time below).

This release time shall not be charged as union release time. The employer is responsible for communicating and approving this release time through all levels of supervision. Employees shall not be penalized due to the time spent attending program events and are fully covered under applicable Whistleblower protections.

When a state and/or federal regulation requires a written program, the employer shall have a completed and fully complaint program and shall provide a copy of that program to CSEA and the Peer Trainers in order to be able to add site specific policies to the training curriculum and to ensure compliance training. Peer Trainers are not responsible for program development, unless it has been previously established in their job duties; however their input should be solicited considering their level of training.

Job Related Equipment

When a state and /or federal regulation require specific equipment, the employer, if they wish to participate in the training, shall purchase or provide said equipment and ensure that it is in proper working condition prior to the direct training. Manufacturer's requirements or owner's manuals shall be provided to the peer trainers prior to training for any equipment they shall be using or training their co-workers on.

Scheduling Direct Training

Training dates and start times are at the discretion of the employer and the schedules of the peer trainers with the exception of the first training for each course topic. The first training must be coordinated with the CSEA Peer Trainer Program Coordinator due to the required evaluation for peer trainer authorization (see Peer Trainer Authorization below). All training must be done on work time. If training must occur for workers on a different shift than the peer trainers normally work, the voluntary peer trainers must have their schedules adjusted accordingly to fit their personal needs and either overtime must be given if warranted or their work shift altered.

Training Space

The employer is responsible for providing a space for direct training to occur.

Participants

The employer is responsible for selecting which employees must have the provided training, communicating to appropriate supervisors the details and logistics of the upcoming training and enrollment. Classes are open to all employees, regardless of bargaining unit. The employer shall provide a list of attendees to the peer trainers prior to the training. An estimate of the class size must be provided to the peer trainers two (2) weeks prior to training. The CSEA appointed peer trainer shall be responsible for informing local CSEA leadership training will occur.

Length of Training/Course Content/Class Size

Training times may vary based upon variables such as class size and experience levels. CSEA has calculated the average amount of time each course takes in order to cover the required technical content. Peer Trainers must be given the suggested amount of time for each course. Courses can be split over two (2) to three (3) days as to account for other operational needs. Applicable course content cannot be cut to shorten the length of the training. The course material cannot be changed without the permission of CSEA and all applicable course content must be covered during the course. However, additions to the course content such as site-specific examples, employer policies and specifics about on-site equipment are encouraged. All training requirements set by any applicable state and/or federal regulation must be met. There are no requirements for class size; however CSEA suggests a minimum of ten (10) and a maximum of thirty (30) participants per class. If state and/or federal regulation requires a performance component, class sizes should be kept to a maximum of fifteen (15).

Direct Refresher Training

Peer Trainer Support

CSEA will provide ongoing technical support, program review, evaluation and trainer development.

Training Preparation Time

Employers will provide sufficient time, not to exceed four (4) hours , to the training team to prepare for and deliver each direct training course. This includes time for set-up and tear down, time to study course material, utilize the CSEA Peer Trainer e-learning system for refresher tools and to acquire, test the audio visual equipment and set-up the hands-on portion of the training. Peer Trainers shall review any applicable written programs and equipment requirements and manuals and be allowed to on work time.

Computer/Audio Visual Equipment

The employer shall provide a computer and a VGA projector or an equally effective means of visual communication of the training curricula provided by CSEA. Computer access to Moodle, CSEA's online e-learning support system for peer trainers is also required.

Peer Trainer Removal

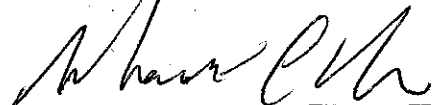
Due to the large investment made in each peer trainer, the removal of a peer trainer must be agreed upon by the CSEA Principal Investigator, the employer and CSEA local leadership. If a peer trainer elects to leave the program or leaves employment, no such agreement must be made. Any applicable collective bargaining unit agreements shall be honored in this process.

The Memorandum of Agreement will remain in effect from the date signed by both parties until either party provides prior written notice, thirty (30) days in advance of the proposed termination of the Memorandum of Agreement.

Anthony J Santino, Town Supervisor
For The Town of Hempstead



Charles Sellitto, Local President
For The Civil Service Employees Association



Matthew C. Kozak, Principal Investigator
For The Civil Service Employees Association



James DeLarocca, Labor Relations Specialist
For The Civil Service Employees Association

Date

6-5-17

Date

5/23/17

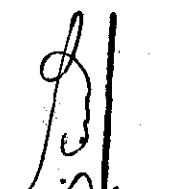
Date

5/31/17

Date

APPROVED


DIRECTOR OF PURCHASING 6/15/17
DEPUTY TOWN COMPTROLLER

Approved: 
Chief of Staff
Dated:

Approved As To Form

Charles O. Heine, Senior Deputy Town Attorney
DATE: 6/14/17

CASE NO. 693

RESOLUTION NO

RESOLUTION RE: ACCEPTING JAIME MEJIA AS ACTIVE MEMBER IN THE FRIENDSHIP ENGINE AND HOSE COMPANY INC., MERRICK FIRE PROTECTION DISTRICT, MERRICK, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that the action of, FRIENDSHIP ENGINE AND HOSE CO., INC., MERRICK FIRE PROTECTION DISTRICT, Merrick, New York in accepting JAIME MEJIA, residing at [REDACTED], Merrick, New York 11566, into the Company rolls as a member, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

693

Friendship Engine and Hose Co., Inc.

P.O. Box 59 • Merrick, New York 11566
Tel: (516) 378-3575 • Fax: (516) 378-1763

June 20, 2017

Nasrin G. Ahmad, Town Clerk
Town of Hempstead
1 Washington Street
Hempstead, New York 11550

Dear Ms. Ahmad:


At its last meeting Friendship Engine and Hose Company accepted the following members:

Jaime Mejia

[REDACTED]
Merrick, NY 11566

Please secure the necessary insurance.

Thank you for your assistance in this matter.

Sincerely,

John M. Fabian
Director
Board of Directors

2017 JUN 23 A 11:46
TOWN OF HEMPSTEAD
TOWN CLERK

Dedicated to protecting and serving the community since 1922

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF TD BANK TO DISPLAY FIREWORKS CONDUCTED BY FIREWORKS BY GRUCCI, INC. HELD AT EISENHOWER PARK, EAST MEADOW, NEW YORK ON JULY 1, 2017. RAIN DATE: JULY 2, 2017.

WHEREAS, TD Bank of Mount Laurel, NJ, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Fireworks By Grucci, Inc., One Grucci Lane, Brookhaven, New York 11719 held in East Meadow, New York, on July 1, 2017; Rain Date: July 2, 2017.

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of TD Bank be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of the Explosives Ordinance of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 687

Nassau County



Police Department

Edward P. Mangano
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-7000

Thomas Krumpal
Acting Commissioner

Date: June 27, 2017

To:
Town Clerk
Town of Hempstead
One Washington Street
Hempstead, NY 11150

Applicant:
TD Bank
9000 Atrium Way
Mount Laurel NJ 08054

Application For: Outdoor Fireworks display to be held at Eisenhower Park East Meadow, N.Y. on July 01, 2017 at 9:30 pm. A rain date on July 02, 2017 has been chosen. The display will be conducted by Grucci Fireworks One Grucci Lane Brookhaven NY 11719. The show will be approximately 25 minutes.

A MEMBER OF THE NASSAU COUNTY POLICE DEPARTMENT ARSON/BOMB SQUAD, (BOMB TECHNICIAN) WILL BE PRESENT FOR ALL OUTDOOR FIREWORK DISPLAYS IN THE COUNTY OF NASSAU.

MAXIMUM SHELL SIZE WILL BE 8 inches

The above listed applicant IS in conformance with Art, 405 of the New York State Penal Law relating to the public display of Fireworks

**Detective,
Christopher Randazzo
NCPD Arson/Bomb Squad**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C No., Ext): 216-658-7100 FAX (A/C No.): 216-658-7101 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B: Continental Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER C: Axis Surplus Ins Company</td> <td>26620</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest National Insurance Company	10120	INSURER B: Continental Indemnity Company		INSURER C: Axis Surplus Ins Company	26620	INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED Fireworks By Grucci Inc. and/or Pyrotechnique By Grucci, Inc. and/or Philny Effects, Inc. 20 Pinehurst Drive Bellport NY 11713															

COVERAGES **CERTIFICATE NUMBER:** 88907392 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SI8ML00093-171	2/17/2017	2/17/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00044-171	2/17/2017	2/17/2018	COMBINED/SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMSMADE DED RETENTION \$	Y	Y	EAU620937	2/17/2017	2/17/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	73-474435-01-01	5/27/2016	5/27/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: July 1, 2017; Rain Date: July 2, 2017;
Location: Eisenhower Park, Uniondale, NY;
Additional Insured(s): TD Bank, 9000 Atrium Way, Mount Laurel, NJ 08054; County of Nassau, 1550 Franklin Avenue, Mineola NY 11501; Promo One of N.J., Inc.; State of New York; Nassau County Department of Parks, Recreation & Museums, Administration Building, Eisenhower Park, East Meadow, NY 11554; Town of Hempstead; Nassau County Bomb Squad

CERTIFICATE HOLDER TD Bank 9000 Atrium Way Mount Laurel NJ 08054	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following and moved for
its adoption:

RESOLUTION GRANTING THE APPLICATION OF ERIC GRUTER, TO DISPLAY FIREWORKS, CONDUCTED BY PYRO ENGINEERING, INC. TO BE HELD AT EISENHOWER PARK, EAST MEADOW, NEW YORK ON JULY 14, 2017.

WHEREAS, Eric Gruter, of East Meadow, New York, has Filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Pyro Engineering, Inc., 999 So. Oyster Bay Road, Suite 111, Bethpage, New York, to be held in East Meadow, New York, on July 14, 2017.

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

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Eric Gruter, be and the same is hereby GRANTED, subject to all the provisions of the Explosives Ordinance of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

28045

Nassau County



Police Department

Edward P. Mangano
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-7000

Thomas Krumpal
Acting Commissioner

Date: June 27, 2017

To:

Town Clerk
Town of Hempstead
One Washington Street
Hempstead, NY 11150

Applicant:

Mr Eric Gruter
1100 Avalon Square
Glen Cove NY 11524

Application For: Outdoor Fireworks display to be held at The Carlton in Eisenhower Park East Meadow, N.Y. on July 14, 2017 at 10:00 pm. The display will be conducted by Pyro Engineering, 999 S Oyster Bay Rd Bethpage. The show will be approximately 15 minutes.

A MEMBER OF THE NASSAU COUNTY POLICE DEPARTMENT ARSON/BOMB SQUAD, (BOMB TECHNICIAN) WILL BE PRESENT FOR ALL OUTDOOR FIREWORK DISPLAYS IN THE COUNTY OF NASSAU.

MAXIMUM SHELL SIZE WILL BE 3 inches

The above listed applicant IS in conformance with Art, 405 of the New York State Penal Law relating to the public display of Fireworks

Detective,
Christopher Randazzo
NCPD Arson/Bomb Squad

TOWN OF HEMPSTEAD

COUNTY OF NASSAU
STATE OF NEW YORK

EXPLOSIVE PERMIT

Nº 0049

Hempstead, N.Y. JUNE 28 20.17.....

THIS IS TO CERTIFY THAT ERIC GRUTER

of 1100 AVALON SQUARE, GLEN COVE, NEW YORK 11524

having filed an application pursuant to, and having complied with the provisions of Chapter 150, Code of the Town of Hempstead, regulating Explosives, is hereby granted permission to:

DISPLAY FIREWORKS CONDUCTED BY PYRO ENGINEERING

AT CARLTON AT EISENHOWER PARK, EAST MEADOW, NY 11554

for the period JULY 14, 2017;

This permit is issued subject to the rules and regulations of the Public Safety Bureau of Nassau County Police Department; Chapter 150, Code of the Town of Hempstead, and any and all statutes and regulations relating thereto.

This permit expires JULY 14, 2017

Fee paid \$ 25.00

SEAL

Issued under the direction of
NASRIN G. AHMAD, Town Clerk

By *Felie Annis*
Deputy Town Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	
	PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5695	
INSURED PYRO ENGINEERING, INC. DBA: BAY FIREWORKS AND INTERNATIONAL PYROTECHNIC IMPORTERS 999 SOUTH OYSTER BAY ROAD, SUITE 111 BETHPAGE NY 11714	E-MAIL ADDRESS: mkugler@alliedspecialty.com	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: T.H.E. Insurance Company		NAIC # 12866
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP0101284-07	02/15/2017	02/15/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ N/A
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Protection & Indemnity	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0101284-07	02/15/2017	02/15/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0010292-07 (VL)	02/15/2017	02/15/2018	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP0005167-003	02/15/2017	02/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
				Coverage is afforded in the States of: CT, DE, FL, GA, IL, IA, MA, MD, NC, NJ, NV, NY, PA, RI, SC, TX & VA - THIS POLICY DOES NOT PROVIDE DISABILITY BENEFITS IN NY			E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Excess Liability/Occur			ELP0010296-07 (GL)	02/15/2017	02/15/2018	EACH OCCURRENCE	\$9,000,000
							AGGREGATE	\$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Display Date: July 14, 2017 Rain Date: N/A Location: The Carltun @ Eisenhower Park East Meadow, NV
RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured: The Carltun; Town of Hempstead; Nassau County; Nassau County Department of Parks, Recreation & Museums as per the terms of the written agreement.

DISPLAY WILL BE SHOT BY A LICENSED PYROTECHNICIAN IF THE STATE REQUIRES LICENSING.

CERTIFICATE HOLDER County of Nassau 1550 Franklin Avenue Mineola, NV 11501 Cert # 3233	CANCELLATION Thirty (30) Days Notice of Cancellation Applies SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF HEMPSTEAD GOLF CLUB TO DISPLAY FIREWORKS CONDUCTED BY PYRO ENGINEERING, INC. HELD AT 60 FRONT STREET, HEMPSTEAD, NEW YORK ON JULY 1, 2017; RAIN DATE: JULY 2, 2017.

WHEREAS, Town of Hempstead, of Hempstead, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Pyro Engineering, Inc., 999 So. Oyster Bay Road, Suite 111, Bethpage, New York, held in Hempstead, New York, on July 1, 2017; Rain Date: July 2, 2017.

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Hempstead Golf Club and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of the Explosives Ordinance of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

28045

Nassau County



Police Department

Edward P. Mangano
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-7000

Thomas Krumpter
Acting COMMISSIONER

Date: June 27, 2017

To:

**Town Clerk
Town of Hempstead
1 Washington St
Hempstead, N.Y. 11150**

Applicant:

**Hempstead Golf and Country Club
60 Front Street
Hempstead N.Y. 11550**

Application For:

Outdoor fireworks display to be conducted at the Hempstead Golf and Country Club on July 1, 2017 at approximately 9:25 p.m. A rain date of July , 2017 has been selected. The show will be conducted by Bay Fireworks 999 S. Oyster Bay Rd Suite 111 Bethpage NY 11714.

A MEMBER OF THE NASSAU COUNTY POLICE DEPARTMENT ARSON/BOMB SQUAD, (BOMB TECHNICIAN) WILL BE PRESENT FOR ALL FIREWORK DISPLAYS CONDUCTED IN THE COUNTY OF NASSAU.

MAXIMUM SHELL SIZE WILL BE 4 INCHES

The above listed applicant IS in conformance with Art. 405 of the New York State Penal Law relating to the display of Fireworks.

**Christopher Randazzo
Detective
Nassau County Police Department
Arson/Bomb Squad**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	FAX (A/C, No): 727-387-5695	
	PHONE (A/C, No, Ext): 727-547-3070 E-MAIL ADDRESS: mkugler@alliedspecialty.com		
INSURED PYRO ENGINEERING, INC. DBA: BAY FIREWORKS AND INTERNATIONAL PYROTECHNIC IMPORTERS 899 SOUTH OYSTER BAY ROAD, SUITE 111 BETHPAGE NY 11714	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AD OR SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP0101284-07	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		CPP0101284-07	02/15/2017	02/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP0010292-07 (VL)	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WCP0005167-003	02/15/2017	02/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability/Occur		ELP0010296-07 (GL)	02/15/2017	02/15/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: 07/01 Rain Date: 07/02 Location: Hempstead Golf Club, Hempstead NY

RE: General Liability, the following are named as additional insured in respects to the negligence of the named Insured: Hempstead Golf Club Inc; Town of Hempstead; Nassau County

CERTIFICATE HOLDER Hempstead Golf Inc 60 Front St Hempstead NY 11550 Cert # 2942	CANCELLATION Thirty (30) Days Notice of Cancellation Applies SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	FAX No.: 727-367-5695
	PHONE No.: 727-547-3070	E-MAIL: mkugler@alliedspecialty.com
INSURED PYRO ENGINEERING, INC. OBA: BAY FIREWORKS AND INTERNATIONAL PYROTECHNIC IMPORTERS 999 SOUTH OYSTER BAY ROAD, SUITE 111 BETHPAGE NY 11714	INSURER(S) AFFORDING COVERAGE	
	INSURER A: T.H.E. Insurance Company	NAIC# 12886
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CPP0101284-07	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0101284-07	02/15/2017	02/15/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$		ELP0010292-07 (VL)	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NN) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N <input type="checkbox"/>	WCP0005167-003	02/15/2017	02/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability/Occur		ELP0010296-07 (GL)	02/15/2017	02/15/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured: Town Of Hempstead.
 Re: Pyrotechnic, Transport & Conduct Class "B" And "C" Fireworks Displays.

CERTIFICATE HOLDER

 TOWN OF HEMPSTEAD
 1 WASHINGTON ST
 HEMPSTEAD NY 11550

CANCELLATION

Ten (10) Days Notice of Cancellation Applies
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Marlinsburg, WV 23405

April 14, 2017

Pyro Engineering Inc
Bay Fireworks & Intl Pyro Importers
999 South Oyster Bay Rd Suite 111
Bethpage, NY 11714-

901090: CRR/SMC
5400
File Number: 6-NY-00129

Premises Address: 999 South Oyster Bay Rd Suite 111, Bethpage, NY 11714-

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Susan Clark, 1-877-283-3352.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF TOWN OF HEMPSTEAD TO DISPLAY FIREWORKS CONDUCTED BY PYRO ENGINEERING, INC. HELD AT TOWN PARK, POINT LOOKOUT, NEW YORK ON JULY 8, 2017; RAIN DATE: JULY 9, 2017.

WHEREAS, Town of Hempstead, of Hempstead, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Pyro Engineering, Inc., 999 So. Oyster Bay Road, Suite 111, Bethpage, New York, held in Town Park, Point Lookout, New York, on July 8, 2017; Rain Date: July 9, 2017.

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17

Case # 28045

Nassau County



Police Department

Edward P. Mangano
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-7000

Thomas Krumpal
Acting Commissioner

Date: June 28, 2017

To: Town Clerk
1 Washington Street
Hempstead, N.Y. 11150

Applicant:
Town of Hempstead

Application For: Outdoor fireworks display to be held on July 8, 2017 approximately 9:30 p.m. at Point Lookout, Lido Beach. The show will be conducted by Bay Fireworks 999 S. Oyster Bay Rd Suite 111 Bethpage, NY 11714. A rain date of July 9, 2017 has been selected.

A MEMBER OF THE NASSAU COUNTY POLICE DEPARTMENT ARSON/BOMB SQUAD, (BOMB TECHNICIAN) WILL BE PRESENT FOR ALL FIREWORK DISPLAYS CONDUCTED IN THE COUNTY OF NASSAU.

MAXIMUM SHELL SIZE WILL BE 6 INCHES

The above listed applicant IS in conformance with Art. 405 of the New York State Penal Law relating to the display of Fireworks.

Christopher Randazzo
Detective,
NCPD Arson/Bomb Squad

TOWN OF HEMPSTEAD

DEPARTMENT OF PARKS & RECREATION

Inter-Departmental Memorandum

To: Nasrin G. Ahmad – Town Clerk
From: Michael J. Zappolo - Commissioner
Date: February 17, 2017
Subject: Annual Veterans Salute & Fireworks Display

The Town of Hempstead Parks & Recreation Department will be hosting its annual Veterans Salute on Saturday, July 8, 2017. A rain date is scheduled for Sunday, July 9, 2017. The ceremony honoring our veterans will begin at 7:30 PM. The main show will follow at 8:00 PM. At approximately 9:30PM, Bay Fireworks, (999 S. Oyster Bay Road, Suite 111, Bethpage, NY 11714), will cap off the evening with a fireworks display.

As in previous years, the Parks & Recreation Department is requesting an Explosive Permit be issued in order to showcase our Bay Fireworks Display. Thank you in advance for your consideration and cooperation in this matter. Please contact Barbara Califano-Badler at 516-292-9000 x7255 if any further information is needed.

Michael J. Zappolo
Commissioner

MJZ/bcb

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AWARDDING PURCHASE CONTRACT#: 39-2017
FOR THE YEARLY REQUIREMENTS FOR:
MONITORING, TESTING, INSPECTION & REPAIR (AS NEEDED) OF
INTERIOR FIRE ALARM SYSTEMS/BURGLAR ALARMS**

WHEREAS, The Director of Finance advertised for the yearly requirements for: Monitoring, Testing, Inspection & Repair (As Needed) of Interior Fire Alarm Systems/Burglar Alarms; and

WHEREAS, said bids were received and opened on May 18, 2017 whereby the following companies submitted the listed bids:

**TOWN OF HEMPSTEAD
Monitoring, Testing, Inspection and repair as needed of Fire Alarms/Burglar Alarms
Req 10-2017**

Group I - Fire Alarms

Meiro Electronics												
Install, clean, inspect, test and monitor Fire Alarm Systems for following locations	# of inspections per year	Unit price per inspec.	# of tests per yr	unit price per test								
Sanitation Collection Building 1600 Merrick Rd. Merrick	2	94.00	2	94.00	2	72.00	2	0	2	275.00	2	125.00
Conservation and Waterways 1 Parkside Dr, Point Lookout	2	150.00	2	150.00	2	72.00	2	0	2	275.00	2	125.00
Parks & Recreation												
Rock Hall, 199 Broadway, Lawrence	2	94.00	2	94.00	2	72.00	2	0	2	275.00	2	125.00
Merrick Golf Course Clubhouse Rd, Merrick	2	94.00	2	94.00	2	72.00	2	0	2	275.00	2	125.00
Joint District, 201 Levittown Pkwy, Hicksville	2	150.00	2	150.00	2	72.00	2	0	2	275.00	2	125.00
Merrick Park, Clubhouse Rd, Merrick	2	94.00	2	94.00	2	72.00	2	0	2	275.00	2	125.00
Salisbury Ballfield, 2330 Salisbury Park Dr, East Meadow	1	94.00	2	94.00	1	72.00	2	0	1	275.00	2	125.00
Central Whse, 1300 Lido Blvd, Point Lookout	2	94.00	2	94.00	2	72.00	2	0	2	275.00	2	125.00
Town Park at Malibu, 1500 Lido Blvd, Point Lookout	2	150.00	2	150.00	2	72.00	2	0	2	275.00	2	125.00
Lido Beach, 630 Lido Blvd, Lido Beach	2	94.00	2	94.00	2	72.00	2	0	2	275.00	2	125.00
Echo Park, 389 Nassau Blvd, West Hempstead	2	150.00	2	150.00	2	72.00	2	0	2	275.00	2	125.00
Atlantic Beach Estates, 1825 Ocean Blvd, Atlantic Beach	2	94.00	2	94.00	2	72.00	2	0	2	275.00	2	125.00
Tech Services Administration, 1300 Lido Blvd, Point Lookout	2	94.00	2	94.00	2	72.00	2	0	2	275.00	2	125.00
Hewlett Point Park, 130 Hewlett Point Ave, Bay Park	2	150.00	2	150.00	2	72.00	2	0	2	275.00	2	125.00
State Monthly Fee per Location for Monitoring Fire Alarms for Group I		24.00				13.00				13.00		
State Hourly Rate for Repair of Fire Alarm Systems as Needed		94.00				73.00				125.00		
State Manufacturer and Price List Number for Parts to be Installed in Fire Alarm Systems during Repairs	Firelite	P/L Enclosed			Silent Knight				TBD			
Less Discount% offered stated price list		0.10				15%				0.20		

Group II - Burglar Alarms

Meiro Electronics												
Install, clean, inspect, test and monitor Fire Alarm Systems for following locations	# of inspections per year	Unit price per inspec.	# of tests per yr	unit price per test								
Conservation and Waterways 1 Parkside Dr, Point Lookout	2	94.00	2	94.00	2	72.00	2	0	2	175.00	2	100.00
Highway 390 Clinton Street, Roosevelt Office, Stock Room and Mechanic Shop	2	74.00	2	74.00	2	72.00	2	0	2	175.00	2	100.00
Planning and Economic Development 383 Nassau Blvd, Roosevelt	2	74.00	2	74.00	2	72.00	2	0	2	175.00	2	100.00
Parks & Recreation												
Central Whse, 1300 Lido Blvd, Lido Beach	1	74.00	1	74.00	1	72.00	1	0	1	175.00	1	100.00
Lido Beach, 630 Lido Blvd, Lido Beach	1	74.00	1	74.00	1	72.00	1	0	1	175.00	1	100.00
Echo Park, 389 Nassau Blvd, West Hempstead	1	74.00	1	74.00	1	72.00	1	0	1	175.00	1	100.00
Carpenter Shop, 1300 Lido Blvd, Point Lookout	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00
Lido West, 200 Lido Blvd, Lido Beach	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00

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Case# 29734

Rath Park, 849 Fenworth Bl, Franklin Square	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00
Oceanside Pool, 3800 Mahlon Brower Drive, Oceanside	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00
Rock Hall, 199 Broadway, Lawrence	1	74.00	1	74.00	1	72.00	1	0	1	175.00	1	100.00
Harold Walker Park, 1085 Woodfield Road, Lakeview	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00
Smith Street Park, Smith Street and Nostrand Ave., Uniondale	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00
Veterans Park & Pool Complex, 1700 Prospect Ave., East Meadow	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00
Market Lane & Inventory Building, 199 Market Lane, Levittown	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00
Tech Services Administration, 1300 Lido Blvd, Point Lookout	1	74.00	1	74.00	1	72.00	1	0	1	175.00	1	100.00
Hewlett Point Park, 130 Hewlett Point Ave, Bay Park	1	94.00	1	94.00	1	72.00	1	0	1	175.00	1	100.00
State Monthly Fee per Location for Monitoring Fire Alarms for Group I		14.00				13.00				13.00		
State Hourly Rate for for Repair of Fire Alarm Systems as Needed		94.00				73.00				125.00		
State Manufacturer and Price List Number for Parts to be Installed in Fire Alarm Systems during Repairs		NAPCO				Honeywell				TBD		
Less Discount % offered stated price list		0.10				15%				0.20		

WHEREAS, it has been determined that the bid received by Worldwide Security Group, LLC, One Commercial Avenue, Garden City, NY 11530, represents the lowest qualified bid and is acceptable as stated; and

WHEREAS, the Director of Finance recommends said bid is in the best interest of the residents of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that Purchase Contract #: 39-2017, the yearly requirements for; Monitoring, Testing, Inspection & Repair (As Needed) of Interior Fire Alarm Systems/Burglar Alarms be and is hereby awarded to Worldwide Security Group, LLC One Commercial Avenue, Garden City, NY 11530; and

BE IT FURTHER

RESOLVED, that monies due and owing in conjunction with this contract are to be made and paid out of the appropriate department designated expense accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING PURCHASE CONTRACT#: 52-2017
FOR THE YEARLY REQUIREMENTS FOR:
MAINTENANCE FOR MICROFILM AND MICROFICHE EQUIPMENT

WHEREAS, the Director of Finance advertised for the yearly requirements for:
Maintenance for Microfilm and Microfiche Equipment; and

WHEREAS, said bids were received and opened on June 22, 2017 whereby the
following companies submitted the listed proposals:

- | | |
|--|---|
| 1) DR III, Inc.
1776 Andrea Road
East Meadow, N.Y. 11554 | 2) Precision Microproducts of America, Inc.
1 Comac Loop, Unit# 13
Ronkonkoma, NY 11779 |
|--|---|

DR III

Precision Microproducts

Group I: Building Department

1)	\$425.00	\$474.00
2)	\$425.00	\$474.00
3)	\$550.00	\$474.00

Group II: DGS-Reproduction Services

1)	\$1395.00	\$1495.00
2)	\$1595.00	\$1495.00
3)	\$995.00	\$1140.00
4)	\$3295.00	\$2995.00
5)	\$2295.00	\$1795.00

Group III: Receiver of Taxes

1)	\$350.00	\$344.00
2)	\$350.00	\$344.00

Group IV: Town Clerk

1)	\$795.00	\$490.00
2)	\$795.00	\$490.00
3)	\$425.00	\$440.00
4)	\$395.00	\$440.00
5)	\$350.00	\$340.00
6)	\$450.00	\$440.00

Group V: Board of Appeals

1)	\$450.00	\$445.00
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Item # 16

Case # 29734

WHEREAS, it has been determined that the bid received by DR III, Inc., 1776 Andrea Road, East Meadow, NY 11554 best meets the qualifications proposed and is acceptable as stated; and

WHEREAS, the Director of Finance recommends said bid is in the best interest of the residents of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that Purchase Contract #: 52-2017, the yearly requirements for: Maintenance for Microfilm and Microfiche Equipment be and is hereby awarded to DR III, Inc., 1776 Andrea Road, East Meadow, NY 11554; and

BE IT FURTHER

RESOLVED, that monies due and owing in conjunction with this contract are to be made and paid out of the appropriate department designated expense accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF INFORMATION AND TECHNOLOGY TO ACCEPT A PROPOSAL WITH NETWORKED EDUCATIONAL TECHNOLOGIES LTD d/b/a CSDNET FOR MAINTENANCE OF IP SURVEILLANCE CAMERAS THROUGHOUT THE TOWN OF HEMPSTEAD UNDER STATE CONTRACT PT65556.

WHEREAS, Networked Educational Technologies Ltd d/b/a CSDNET 874 Montauk Hwy. Bayport, NY 11705, has submitted a proposal for the service and support of the IP Surveillance Cameras for a one year period beginning November 1, 2016 and ending on October 31, 2017 pursuant to New York State contract # PT65556; and

and WHEREAS, there will be a one-time payment of \$61,250.00;

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

WHEREAS the terms of this agreement will cover the service and support for all IP Surveillance Camera components; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Information and Technology be hereby is authorized to accept the aforesaid proposal submitted by Networked Educational Technologies Ltd d/b/a CSDNET 874 Montauk Hwy. Bayport, NY 11705 and to make one payment from the Department of Information and Technology account 010-001-1680-4030 in the amount of \$61,250.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

17

Case #

14301



CSDNET
 874 Montauk Highway
 Bayport, NY 11705
 Phone: 631-924-7474
 Fax: 631-924-7475
 www.csdnet.net

Bill To

Town of Hempstead
 Accounts Payable
 Attn: Arthur Primm
 1 Washington Street
 Hempstead NY 11550
 USA

Ship To

Town of Hempstead
 1 Washington Street
 Hempstead NY 11550
 USA

Sales Quotation	
Document No.	2016-7637-B
Date	6/8/2017
Handled by	Elizabeth Vogel
Customer No.	C10135
Customer Fax No.	
Please enter quote number on PO!	

TOH Security Maintenance 2016-17

Subscription Dates: 10/31/2016 to 10/31/2017

Item No.	Description	Qty.	Unit Price	Rate	Disc Price	Ext. Price
1	NET61001 Security System Annual Maintenance and Support	1.000	\$265,000.00	23.125%	\$61,250.00	\$61,250.00

Approved:

[Signature]
 Billy F. Kouvatzos
 Supervisor's Office
 Dated: 6/23/17

Subtotal	\$61,250.00
plus tax with code 0	0.00% from \$0.00
Total Amount	\$61,250.00

Security Maintenance Proposal to cover hardware and Genetec Software (SMA), as outlined in the 2016-17 Maintenance contract. Please reference the Maintenance Contract for details.

Items listed above are available under one of the following New York State Contracts: PT64524 (Avaya), PT64432 (Anixter Networking) or PT63201 (Anixter Security) or PT65556 SBE (CSDNET Security).

APPROVED AS TO AVAILABLE FUNDS Please reference Document Number on all correspondences.

By *[Signature]* Date 6/28/17 This Quote is valid for 30 days from above date.
 KEVIN R. CONROY
 TOWN COMPTROLLER

APPROVED
[Signature]
 DIRECTOR OF PURCHASING

APPROVED AS TO FORM
[Signature]
 SENIOR DEPUTY TOWN ATTORNEY
 DATE 6/20/17

Approved
[Signature]
 Commissioner 6-15-17 Date
 Department of Information & Technology

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption.

RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM INTELLI-TEC SECURITY SERVICES (N.Y.S. CONTRACT #PT64406) TO PROVIDE THE MAINTENANCE AND SERVICING OF THE TOWN'S ACCESS CONTROL AND I.D. BADGING SYSTEM AT ALL TOWN OF HEMPSTEAD FACILITIES.

WHEREAS, the Town of Hempstead Department of Public Safety has an Access Control and I.D. Badging System that provides security access to Town facilities; and

WHEREAS, Intelli-tec Security Services in a proposal has offered to provide a 5-Star Service/Maintenance Plan on the Town's Access Control and I.D. Badging System for the period of one (1) year from July 1, 2017 through June 30, 2018 which covers all parts and labor at all times including after hours, weekends and holidays. The contract also covers all readers and associated control boards, power supplies, wiring and all hardware at the doors; and the one (1) year fee for this service/maintenance plan is \$12,193.00; and

WHEREAS, the Commissioner of the Department of Public Safety deems such agreement reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Public Safety be and hereby is authorized to accept the aforesaid proposal submitted by Intelli-tec Security Services, 150 Eileen Way, Unit 2, Syosset, New York, 11791 and to make payment annually in advance from the Department of Public Safety Maintenance of Equipment Account 010-002-3120-4030 in the amount of \$12,193.00 a year.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

13671



Project Number: 95975

6/16/2017 Page 1 of 1 ** Proposal **

Intelli-Tec Security Services, LLC

150 Eileen Way; Unit 2
Syosset, NY 11791 NYS 12000003519
516-876-2000 Fx 516-876-2020

Town of Hempstead - Public Safety
200 N Franklin Ave
Hempstead, NY 11550

C20072 Tel: 516-538-1900

Project Title: 5 Star Maintenance 7-17 6-18

Mfr-Item No.	Qty	Description	Unit Price	Extended
		Proposal to provide 5 star maintenance for the period of July 2017 through June 2018		
	1	Yearly Maintenance billable in one lump sum.	12,193.00	12,193.00

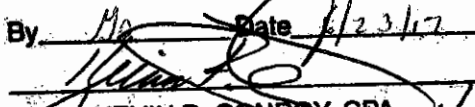
This ** Proposal ** is Valid for 30 Days.

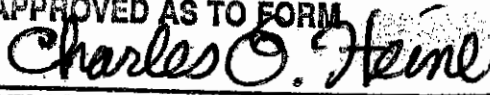
\$ 12,193.00

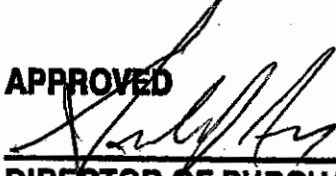
I Accept This Quote _____ Date: _____
Security With a Personal Touch

 6/20/17

Thomas De Maris
Commissioner
Department of Public Safety

APPROVED
By  Date 6/23/17
KEVIN R. CONROY, CPA
TOWN COMPTROLLER 6/23/17

APPROVED AS TO FORM

CHARLES O. HEINE
SENIOR DEPUTY TOWN ATTORNEY
DATE 6/21/17

APPROVED

DIRECTOR OF PURCHASING

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH BIG BROTHERS BIG SISTERS OF LONG ISLAND, 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. 148-2017, adopted April 4, 2017; and

WHEREAS, the BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC. having its principal office at 70 Acorn Lane, Levittown, NY 11756, 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 the BIG BROTHERS BIG SISTERS OF LONG ISLAND, 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 BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC., the sum of TEN THOUSAND SIX HUNDRED THREE and 00/100 (\$10,603.00) 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 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 # 19
Case # 13584

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC.

AGREEMENT made the June 13 day of June, 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 BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC. (hereinafter called the "Center") a non-profit corporation having its principal office at 70 Acorn Lane, Levittown, NY 11756.

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 TEN THOUSAND SIX HUNDRED THREE and 00/100 (\$10,603.00) 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 70 Acorn Lane, Levittown, NY 11756, 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 TEN THOUSAND SIX HUNDRED THREE 00/100 (\$10,603.00) 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

BIG BROTHERS BIG SISTERS OF LI, INC.

By: Nancy Farnell Travis
Print Name: Nancy Farnell Travis
Title: Director of Services

APPROVED AS TO
AVAILABLE FUNDS
By: _____ Date: 6/30/17
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE: 6/26/17
Kathleen R. Brooks
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED
[Signature]
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE: 6/27/17

Cheryl Kitter
6/20/17

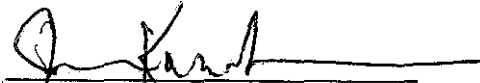
STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

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 of Hempstead, Nassau County, New York, who 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, the corporation described in and which executed the above agreement, 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 he name and official designation.

Notary Public

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

On this 23 day of June, 2017 before me personally came Nancy Farrow to me known, who being by me duly sworn did depose and say that (s) he resides at 70 Atom Lane Levittown NY 11756; that (s)he is the Executive Director of BIG BROTHERS BIG SISTERS OF LONG ISLAND, 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

JOANNE KASSEBAUM
Notary Public, State of New York
No. 01KA6244966
Qualified in Nassau County
Commission Expires July 18, 2018

CASE NO.

RESOLUTION NO.

Adopted:

resolution and moved its adoption: offered the following

RESOLUTION AUTHORIZING A LETTER OF COMMITMENT TO BE SIGNED BY THE SUPERVISOR SUPPORTING THE GRANT FUNDING APPLICATION TO NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY, CLEAN ENERGY COMMUNITIES, PROGRAM OPPORTUNITY NOTICE (PON) 3298 FOR THE PURPOSE OF INSTALLING RECYCLED SOLAR PANELS ON VARIOUS FACILITIES THROUGHOUT THE TOWN OF HEMPSTEAD.

WHEREAS, the New York State Energy Research & Development Authority, 17 Columbia Circle, Albany, New York 12203, is providing Local Assistance Grants to municipalities with Clean Energy Community designation; and

WHEREAS, the Town of Hempstead, as a designated Clean Energy Community, qualifies to submit an application for such a grant; and

WHEREAS, the Town of Hempstead Commissioner of the Department of Conservation and Waterways has previously submitted an application for such a grant; and

WHEREAS, the application of said grant requires a letter of commitment be submitted with applications signed by "the top elected official of the jurisdiction within which the project will be located;" and

WHEREAS, the Commissioner of the Department of Conservation and Waterways has advised the Town Board that the aforementioned grant should be applied for and recommends to the Town Board acceptance of the aforementioned commitment and authorization; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Conservation and Waterways is hereby authorized to apply, commit, accept and execute said grant proposals on behalf of the Town of Hempstead and that said potential grant funding received shall be deposited into the appropriate town fund.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

20

Case #

26493

ANTHONY J. SANTINO
SUPERVISOR



OFFICE OF THE SUPERVISOR
TOWN OF HEMPSTEAD
ONE WASHINGTON STREET
HEMPSTEAD, NEW YORK 11550-4923
516-812-3260 • ASANTINO@TOHMAIL.ORG • @HEMPSTEADTOWN

June 9, 2017

New York State Energy Research and Development Authority

17 Columbia Circle

Albany, NY 12203-6399

To Whom It May Concern:

The Town is proud of our recent designation as a NYSERDA Clean Energy Community. This designation also offers eligibility for \$150,000 in grant funds. The Town has proposed to install approximately 150 kW of solar photovoltaic systems, spread across various facilities in the Town of Hempstead. We will be utilizing recycled solar panels and our skilled Town labor force to install these systems, resulting in significant savings.

Utilizing the existing panels combined with Town labor lowers the installed cost to an estimated \$1.00/watt, which is approximately a 60% reduction from the average installed cost in New York. These costs savings will allow the NYSERDA funds to result in even more installed solar compared to a traditional subcontractor installed system. This is an excellent project that will save the Town money in the form of reduced electric costs, therefore saving taxpayer dollars. The Town of Hempstead is committed to this project and will provide the necessary resources towards successful completion.

Sincerely,

Anthony Santino

Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

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

**RESOLUTION AUTHORIZING PAYMENT TO STACK INSURANCE AGENCY FOR A
POLICY OF INSURANCE FOR GARAGE KEEPERS LIABILITY COVERAGE AT
ATLANTIC BEACH ESTATES**

WHEREAS, the Town of Hempstead provides valet parking for its patrons at its Atlantic Beach Estates facility; and

WHEREAS the Town of Hempstead requires a general liability insurance policy to cover the Atlantic Beach Estates from July 1, 2017 to July 1, 2018; and

WHEREAS, it is in the public interest to have valet parking services provided by the Town at its Atlantic Beach Estates facility covered by liability insurance;

NOW, THEREFORE, BE IT

RESOLVED, the policy obtained from Stack Insurance Agency, to cover Valet Parking at the Town's Atlantic Beach Estates facility is hereby authorized for payment by this Town Board; and

BE IT FURTHER RESOLVED, that the premium of \$7,848.90 shall be paid out of the Dept. of Parks & Recreation Fire and Liability Insurance Account Budget Code No. 402-007-0402-4070

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

21

Case #

16452

Stack Insurance Agency, LLC *Personal & Business Insurance*

555 Broadhollow Rd, Ste 270 Melville, NY 11747
PHONE: (631) 249-0221 FAX: (631) 249-0241
EMAIL: STACKINS@OPTONLINE.NET

June 14, 2017

Town of Hempstead Dept of Parks & Recreation
Attn: John Ninivaggi and Laura Bassi
200 North Franklin Street
Hempstead, NY 11550

Re: Town of Hempstead Dept of Parks & Recreation
Garage Liability Policy 3-100300113

Dear Laura & John,

Enclosed please find the renewal Liability quote for the Valet Parking at 1825 Ocean Ave Atlantic Beach NY. The renewal is with a new company, Scottsdale Insurance Company. As discussed in the past this is a non-admitted company in New York State with an A+ XV rating with AM Best.

The coverages are the same as expiring and we were able to reduce the premium by \$1436.99 this year.

The claim form and bill are also enclosed. I will need the signed applications sent back to us (pages 4, 17, 19) to bind along with confirmation of the list of drivers (see last page of attachment)

Any questions, just let me know.

Kind regards,


Janice Buckley

Invoice

Stack Insurance Agency

555 Broadhollow Road
Suite 270
Melville NY 11747
Phone: (631) 249-0221
Fax: (631) 249-0241
E-mail: stackins@optonline.net

Invoice Number:	162957
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Bill To: **Town of Hempstead**
200 North Franklin Street
Hempstead NY 11550

Contact Code: TOWN0001
Agency Contact: MICHELLE

Invoice Date	Agent	Due Date	Effective Date	Expiration Date
6/16/2017		6/14/2017	7/1/2017	7/1/2018

Type	LOB	Company	Policy Number	Reference	Amount
REN	GARG	TRE	3100300113	Renewal -Valet Parking GKLL - Town of Hempstead	\$7,106.00
CTX	GARG	TRE	3100300113	Company Tax - Town of Hempstead	\$267.90
CFE	GARG	TRE	3100300113	Policy & Inspection Fee - Town of Hempstead	\$225.00
SVC			3100300113	Broker Fee - Town of Hempstead	\$250.00

PLEASE MAKE CHECK PAYABLE TO:
STACK INSURANCE AGENCY LLC

Invoice Total:	\$7,848.90
----------------	-------------------

****PAYMENTS DUE UPON RECEIPT****

Stack Insurance Agency LLC
555 Broadhollow Rd Suite 270
Melville NY 11747

NOTICE OF EXCESS LINE PLACEMENT

Date: 6/22/2017

Town of Hempstead
200 No Franklin Ave
Hempstead NY 11550

Consistent with the requirements of the New York Insurance Law and Regulation 41 Town of Hempstead is hereby advised that all or a portion of the required coverages have been placed by Stack Insurance Agency LLC with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Insurance pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (TAX ALLOCATED PREMIUM TRANSACTION)

[Applies only to policies with effective dates of on or before July 20, 2011 with risks located both inside and outside New York.]

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by ⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges. The excess line tax and stamping fees denoted by⁽²⁾ below are only charged against the portion of premium and other taxable charges, where applicable, (Insurer policy or inspection fees) for the portion of the insured risk located in New York.

Re: Policy No.

Insurer:Scottsdale Ins Co

Policy Premium ⁽¹⁾ \$7106.00

No Flat Cancellation 25%fully earned if not taken or cancelled mid-term applies

Insurer Imposed Charges:

Policy Fees ⁽¹⁾⁽²⁾ \$

Inspection Fees ⁽¹⁾⁽²⁾ \$

Services Fee Charges:

Excess Line Tax (3.6%) ⁽¹⁾ \$ 267.90

Stamping Fee⁽²⁾ \$

Broker Fee ⁽¹⁾ \$ 475.00

Inspection Fee ⁽¹⁾ \$

Other Expenses (specify) ⁽¹⁾ \$ _____

Total Policy Cost \$ 7848.90

Signature of named insured _____

(S⁽¹⁾)= Fully earned (2)= Taxes and stamping fees are calculated on the portion of the risk located in N.Y. only



Retail Producer:
 Chad Kroah
 Risk Placement Services - NY (Uniondale)
 50 Charles Lindbergh Blvd, Suite 602
 Uniondale, NY 11553
 Phone: (516) 227-4200
 Fax: (516) 227-5337
 Email: Chad_Kroah@rpsins.com

RPS Submission #: 1570088B

PROPOSAL OF INSURANCE

Proposal Information

Insured Name: Town Of Hempstead
 Policy Period: 7/1/2017 to 7/1/2018
 Insurance Carrier: Scottsdale Insurance Company NAIC #: 41297 ✓
 Admitted / Non-Admitted: Non-Admitted ✓
 A. M. Best Rating: A+ XV ✓

This quote is valid for 30 days or until the proposed inception, whichever is later.

Physical Location

1825 Ocean Boulevard,
 Atlantic Beach, NY 11509

Limits of Insurance

Coverage: Garage Non Dealers

Claim Form:

\$1,000,000	Symbol 29 Auto Liability Each Accident
\$1,000,000	General Liability Each Accident
\$2,000,000	General Liability Aggregate ✓
\$2,000,000	Products & Work You Performed Aggregate
\$ 550,000	Symbol 30 Garagekeepers Legal Liability Any One Loss
\$ 60,000	GKLL Max Per Auto Limit

Deductible

Deductible	General Liability
\$1,000 Per Accident	Garagekeepers Specified Cause Of Loss ✓
\$1,000/\$5,000	Garagekeepers Collision
\$1,000	

Risk/Rating Information

Valet Parking Service Only
 Based on no more than 11 part time employees ✓
 Garage Loc: 1828 Ocean Blvd, Atlantic Beach, NY 11509 ✓

FORMS

Garage Forms

- CA 00 25 Auto Dealers Coverage Form
- CA 23 94 Silica or Silica-Related Dust Exclusion for Covered Autos Exposure
- CA 25 07 Locations and Operations Not Covered - Any and all operations other than valet parking operations at the scheduled garage location.
- CA 25 16 Total Pollution Exclusion
- CA 25 28 Abuse or Motorist Exclusion for General Liability Coverages
- CA 25 37 Fungi or Bacteria Liability - Exclusion
- CA 25 39 Silica or Silica-Related Dust Liability - Exclusion
- CA 25 52 Exclusion Locations and Operations Medical Payments
- CGS-0306 Changes in the Auto Dealers Coverage Form
- CGS-0307 Garage Coverage Master Endorsement
- CGS-0350 Deductible Liability Insurance
- CGS-0434 Garage Insurance Coverage Part Supplemental Declarations
- CGS-0472 Animal Exclusion
- CGS-0967 Exclusion - Designated Garage Operations - Tires
- CGS-1174 Exclusion of Broadened Coverages
- CGS-1176 Garage Insurance Coverage Part Declarations
- IL 00 17 Common Policy Conditions
- IL 00 21 Nuclear War Exclusion
- NOTX0178CW Claim Reporting Information
- OPS-D-1 Common Policy Declarations
- UTS-158s Amendatory Endorsement - Cancellation
- UTS-365s Amendment of Nonpayment Cancellation Condition
- UTS-9G Service of Suit
- UTS-COVPG Cover Page
- UTS-SP-2 Schedule of Forms and Endorsements

Premium Summary

<u>Coverage</u>	<u>Premium</u>	<u>MEP % -If varies from policy MEP</u>
Garage Non Dealers	\$4,624.00	25%
Garagekeepers Legal Liability	\$2,482.00	25%
Premium	\$7,106.00	
Minimum Earned Premium: 25%		

SURPLUS LINES TAXES: Tax State (or home state): NY

TAXES

Surplus Lines Tax	\$255.82
Stamping Office Fee	\$12.08
Company Inspection & policy Fee	\$225.00
Broker Fee	\$250.00

Coverage Notes

After binding, flat cancellation is not permitted. Minimum earned premium provision applies.

Forms / Endorsements

As Per Attached List of Forms

Note: Copy of Forms Available Upon Request

National Casualty Company
Home Office: One Nationwide Plaza
Columbus, Ohio 43215
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

Scottsdale Indemnity Company
Home Office: One Nationwide Plaza
Columbus, Ohio 43215
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

Scottsdale Insurance Company
Home Office: One Nationwide Plaza
Columbus, Ohio 43215
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

Scottsdale Surplus Lines Insurance Company
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

APPLICATION FOR GARAGE POLICY

Proposed Policy Period: From: 7/1/17 To: 1/8

Named Insured: Town of Hempstead ; DBA + Recreation

Mailing Address: 200 Frontiera St City: Hempstead

County: Nassau State: NY Zip Code: 11550 Phone: _____

Internet Address (if any): _____ FEIN: _____

Inspection/Audit Contact Name and Telephone Number: Linda 916 292 9000 X 210

Years in Business: 50 Years Sales/Repair Experience: 50

Have you ever operated a garage business under another name? Yes No
If yes, explain: _____

Business Entity: Individual Partnership Corporation Other: Municipality

Describe your Operations: _____

Do you engage in any other operations? Yes No
If yes, explain: _____

Are you a licensed auto dealer? Yes No

Dealer ID No.: _____

License Type: Retail Wholesale Distributor Other: _____

Locations/Premises where you conduct Garage Operations:
1. _____
2. _____

Do you own or lease Location 1? Own Lease

Do you own or lease Location 2? Own Lease

GENERAL INFORMATION

1. What are your normal business hours? 10 AM - 7 PM

2. Are autos stored at your premises after normal business hours? Yes No



a. If yes, describe your theft barriers/storage at each location for autos you **OWN** (building, fence and gate or post and cable):
 Location 1: _____
 Location 2: _____

b. If yes, describe your theft barriers/storage at each location for autos you do **not OWN** (building, fence and gate or post and cable):
 Location 1: _____
 Location 2: _____

c. Owned Auto Values (Dealers Physical Damage):

	Maximum Value of ALL Autos	Average Value per Auto	Maximum Value per Auto	Average No. of Autos	Maximum No. of Autos
Location No. 1	\$	\$	\$		
Location No. 2	\$	\$	\$		

d. Nonowned Auto Values (Garagekeepers):

	Maximum Value of ALL Autos	Average Value per Auto	Maximum Value per Auto	Average No. of Autos	Maximum No. of Autos
Location No. 1	\$ 550,000	\$ 60,000	\$ 100,000	10	10
Location No. 2	\$	\$	\$		

3. Do you have or maintain animals on your premises? Yes No
 If yes, what types/breeds? _____
 Are these animals: Pets Used for Security Purposes Professionally Trained
 Are warning signs posted? Yes No
 Where are they kept during business hours? _____

4. Total Gross Receipts from:
 All Vehicle/Equipment Sales: \$ _____
 All Repair: \$ _____
 Other Uninstalled Product Sales: \$ _____
 Tow Truck Operations: \$ _____

5. Describe your key controls during business hours: _____ After business hours: _____
 If a key box is used, describe location of key box (in building or attached to autos): _____

6. Do you pick up or deliver autos not owned by you? Yes No
 If yes, how many times per week? _____ What is the average and maximum radius traveled? _____

7. Do you tow for hire? Yes No
 If yes, explain: _____

8. Who drives or tows vehicles to your premises? _____

9. Do employees use their own vehicles within the scope of their employment? Yes No
 If yes, how many times per week? _____ What is the average and maximum radius traveled? _____

10. Do you obtain certificates of insurance from all sub-contractors utilized (transporters, etc.)? N/A Yes No

11. Do you utilize unscheduled contract drivers? Yes No
 If yes, do you verify that they have valid U.S. driver licenses? Yes No
 How many per: Week: _____ Month: _____ Year: _____



12. Do you loan or lease autos to others? Yes No
 Do you loan autos to customers while their auto is being repaired? Yes No
 If yes, provide copy of agreement.

13. How many plates do you have or do you plan to procure in the next twelve (12) months?
 Dealer: _____ Dealer plate numbers: _____
 Registration/Transporter: _____ Transporter plate numbers: _____
 Describe how plates are being used: _____

Where are plates stored when not in use? _____
 Do you sell, loan, or rent plates to others? Yes No
 If yes, explain: _____

14. Do you perform operations or have driving exposures in the following states?
 New York New Jersey Michigan Illinois Other (besides state of domicile)
 If yes, describe: _____

15. Do you repossess vehicles? Yes No
 If yes, are these autos you have sold? Yes No
 Do you repossess autos for banks or other dealers? Yes No

16. Do you sell gasoline? Yes No
 If yes, how many gallons per year? _____
 Do you sell LPG? Yes No
 If yes, how many gallons per year? _____

17. Do you own and/or sponsor any vehicles used in racing events? Yes No
 If yes, provide details: _____

18. List ALL Owners, Employees and Drivers/Contract Drivers:
 (Full Time = over twenty [20] hours/week)

Name	DOB	Driver's License No.	State of DL	CDL?		Furnished Auto? Y/N	Works at Loc. No.	Violations and Accidents Past Three Years	Full or Part Time	Job Title/Duties
				Y/N	Class					
	<i>See MVBs Attached</i>									

19. List ALL Family members and non-family members, including all persons that have access to covered vehicles (except customers):

Name	DOB	Driver's License No.	State of DL	Will drive for or work in business? Y/N	Furnished Auto? Y/N	Violations and Accidents Past Three Years	Relationship

20. Have all drivers, such as children away from home or in college, who may operate your vehicles on a regular or infrequent basis, been listed on this application? Yes No N/A

21. Provide your percentage of operations (Percentages MUST equal one hundred percent [100%]):

* Requires completed supplemental application	Repair	Sales
Private passenger cars, SUVs, pick-up trucks, vans	%	%
Motor Homes	%	%
Motorcycles*	%	%
Buses*	%	%
Watercraft (boats, jet skis, etc.)	%	%
Dirt Bikes or ATVs/UTVs and all other recreational autos*	%	%
Farm Equipment	%	%
Construction/Contractor's Equipment*	%	%
Travel trailers or camper trailers	%	%
Utility trailers or livestock trailers	%	%
Trucks, tractors, semi-trailers*	%	%
Salvage parts	%	%
Other:	%	%
TOTAL	100%	100%

UNDERWRITING INFORMATION—DEALERS (if no dealer operations, proceed to SERVICE)

22. Where do you purchase vehicles? _____
 Do you buy or sell vehicles on the Internet? Yes No
 If yes, explain: _____

23. Do you drive-away more than three hundred (300) miles from point of purchase? Yes No
 If yes, how often and to where? _____

24. How many vehicles do you sell per year? _____
 Retail: _____ % Wholesale: _____ % Consignment (attach consignment agreement): _____ %

25. Do you export autos? Yes No
 If yes, are titles transferred prior to the auto leaving your care for shipping? Yes No

26. Are titles transferred to customer upon relinquishing a sold vehicle? Yes No
If no, explain? _____
27. Do you require personal auto insurance to be in place prior to relinquishing a sold vehicle? Yes No
28. Test drives:
Do you always obtain a copy of the customer's license? Yes No
Do you obtain proof of insurance when available? Yes No
Do you always ride along? Yes No
Do you permit overnight test drives? Yes No

UNDERWRITING INFORMATION—SERVICE (if no service operations, proceed to INSURANCE HISTORY)

29. List the percentage of your work (Percentages MUST equal one hundred percent [100%]).

Type of Work	Percent	Type of Work	Percent
Oil and Lube	%	Wash/Detail	%
Tune-Up	%	Window Tint	%
Muffler	%	Clear Coating	%
Radiator	%	Stereo System	%
Electrical	%	Alarm System	%
Brakes	%	Transmission	%
Hitches: <input type="checkbox"/> Bolt on <input type="checkbox"/> Weld On	%	Windshield	%
Upholstery	%	Lift Kit Installation	%
Tires (New)	%	Suspension (Not Lift Kits)	%
Tires (Used)	%	Wheel Alignment	%
Frame Work	%	Performance Adjustments	%
Painting	%	LPG	%
Body Work	%	Other:	%

30. Do you have quality control checks in place to ensure that repairs have been performed properly? Yes No
31. Are signs posted to keep customers out of the work area? Yes No
32. Do you do any welding? Yes No
 Inside Outside Mobile Safeguards: _____
33. Do you have a spray paint booth? Yes No
Is it UL approved? Yes No
Is there an exhaust ventilation system? Yes No
Are lighting/fixtures explosion proof? Yes No
Is paint stored in fire-resistant cabinets outside the paint booth? Yes No
34. Is a frame straightening machine used? Yes No
Make/Model: _____
35. Any frame cutting/stretching? Yes No

INSURANCE HISTORY

36. Has your insurance been cancelled or non-renewed within the last three years? (Not applicable in Missouri) Yes No

a. If yes, explain: _____

b. A minimum of three year history is required. If three year history is unavailable, explain: _____

Current Carrier	Eff. Date	Exp. Date	Policy Premium
<i>Carter</i>	<i>7/1/14</i>		\$ <i>7122</i>
Prior Carrier	Eff. Date	Exp. Date	Policy Premium
<i>Western Heritage</i>	<i>7/1/15</i>		\$ <i>3400</i>
Prior Carrier	Eff. Date	Exp. Date	Policy Premium
<i>Western Heritage</i>	<i>7/1/14</i>		\$ <i>3400</i>

Date of Loss	Amount	Description of Loss
\$		
\$		
\$		
\$		

None

COVERAGES REQUESTED

37. Check applicable box(es):

- GARAGE LIABILITY:
Each Accident Limit: \$ *1ml* Aggregate Limit: 1x 2x 3x
Deductible: \$ *1000*
- MEDICAL PAYMENTS: Applicable to: Garage Operations Autos Both
Limits: \$500 \$1,000 \$2,500 \$5,000
- UNINSURED MOTORIST: \$ _____ PERSONAL INJURY PROTECTION: \$ _____
- ADDITIONAL INSURED:
Address: _____
Explain the relationship there will be between the named insured and the additional insured: _____

- GARAGEKEEPERS (Coverage for customers' vehicles while in your care, custody and control):
 Legal Liability Direct Primary
Maximum Limit Per Vehicle: \$ *60,000*
Causes of Loss: Specified Causes w/ Collision Comprehensive w/ Collision
Total Limits: Location No. 1: \$ *550,000*
Location No. 2: \$ _____
Deductibles: Specified Causes or Comprehensive Deductible: \$ *1000*
Collision Deductible: \$ *1000*
Maximum Deductible Per Loss: \$ _____
In-Transit Limits (On-Hook): \$ _____ per auto (Garagekeepers coverage required to qualify for coverage)
Number of autos being towed or carried per each transporter: *0*



DEALERS PHYSICAL DAMAGE (Coverage for damage to autos while held for sale):

Maximum Limit Per Vehicle: \$ _____
 Causes of Loss: Specified Causes w/ Collision Comprehensive w/ Collision
 Total Limits: Location No. 1: \$ _____
 Location No. 2: \$ _____
 Deductibles: Specified Causes or Comprehensive Deductible: \$ _____
 Collision Deductible: \$ _____
 Maximum Deductible Per Loss: \$ _____
 Type: New Used
 Interests Covered: Owner Owner and Creditor (Bank) Consignment
 Other Limits: At Temporary Locations: \$ _____ While in Transit: \$ _____
 Loss Payee: _____
 Loss Payee Address: _____

Drive-away Miles (if over three hundred (300) miles): _____

SPECIFICALLY DESCRIBED AUTOS:

Vehicle No.	Year	Make	Body Type	VIN	ACV	GVW
1						
2						
3						

Vehicle No.	Radius	Personal Service or Commercial Use?	Filings Required		Coverages Desired? Y/N			Loss Payee
			Yes/No	State/Federal	Liability	Physical Damages	Other	
1								
2								
3								

ADDITIONAL COVERAGES REQUESTED

38. Check applicable box(es):

- Registration Plates Not Issued For A Specific Auto (Max \$100,000 limit available)
- False Pretense: \$25,000 \$50,000 Other: \$ _____
- Personal Injury Liability
- Damage To Rented Premises Liability: \$50,000 \$100,000 \$300,000
- Broadened Coverage (Includes Personal Injury Liability and Damage To Rented Premises):
 \$50,000 \$100,000 \$300,000
- Drive Other Car (Dealers only; Individuals included for this coverage must be rated as furnished)
- Federal Odometer Errors and Omissions
- Auto Dealer's Error and Omissions (Includes Truth-In-Lending, Odometer and Title E&O)

Remarks: _____

PROPERTY INFORMATION

39. Location where you conduct garage operations: 1825 No. Ocean Ave Atlantic Beach NJ

40. Coverage/Valuation Requested:

Subject of Insurance	Amount	Co-Insurance Percent	Protection Class	Valuation: ACV or RC	Coverage Form: Basic, Broad or Special	Deductible
Building Coverage						
Building 1	\$					\$
Building 2	\$					\$
Business Personal Property						
Building 1	\$					\$
Building 2	\$					\$
Business Income:						
Building 1						
With Extra Expense	\$					\$
Without Extra Expense	\$					\$
Building 2						
With Extra Expense	\$					\$
Without Extra Expense	\$					\$

41. Building Information:

Building No.	Building Age	Building Constr.	Total Sq. Ft. Building	Total Sq. Ft. Occupied	No. of Stories	Sprinkler System	Fire Protection System	Burglar Alarm—Type
						<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Central Station <input type="checkbox"/> Local
						<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Central Station <input type="checkbox"/> Local
						<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Central Station <input type="checkbox"/> Local

42. Building Improvements: (Provide year updated)

	Wiring	Roof	Plumbing	HVAC	Other
Building 1					
Building 2					

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (Not applicable in AL, CO, DC, FL, KS, LA, ME, MD, MN, NE, NY, OH, OK, OR, RI, TN, VA, VT or WA.)

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

WARNING TO DISTRICT OF COLUMBIA APPLICANTS: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

FRAUD WARNING (APPLICABLE IN VERMONT, NEBRASKA AND OREGON): Any person who intentionally presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

FRAUD WARNING (APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON): It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NEW YORK AUTOMOBILE FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

NEW YORK OTHER THAN AUTOMOBILE FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

This application does not bind the applicant or the Company to an agreement. However, the information stated on the application shall be the basis of the contract should a policy be issued. The application does not provide coverage or limits and may reflect different coverages or limits than offered by the Company.

FRAUD WARNINGS: Attach completed WHI APP-152, State Fraud Notification Compliance form.

APPLICANT'S NAME: [Signature]

APPLICANT'S SIGNATURE: [Signature] DATE: _____
(Authorized owner, partner or executive officer)

RETAIL AGENT NAME: STACK INSURANCE AGENCY LLC
555 Broadhollow Rd., Suite 270
Melville, NY 11747
T: 631-249-0221 Fx: 631-249-0241

ADDRESS: _____

PRODUCER'S NAME: [Signature] DATE: _____

Approved: [Signature]
Theresa E. Gaffney
Executive Assistant
APPROVED AS TO AVAILABLE FUNDS
By [Signature] Date 6/30/17
[Signature] 6-30-17
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED
[Signature]
Commissioner
Dept.-Parks & Recreation
Date

APPROVED
[Signature]
DIRECTOR OF PURCHASING

CGZ-APP-6 (11-16) APPROVED AS TO FORM
Charles O. Heine Page 11 of 11
SENIOR DEPUTY TOWN ATTORNEY
DATE 6/29/17



CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE SUPERVISOR TO RENEW THE TOWN'S FIRE, MULTI-PERIL, AND FLOOD INSURANCE POLICIES AND TO PAY THE ASSOCIATED PREMIUMS.

WHEREAS, the Town of Hempstead regularly maintains fire and multi-peril real property insurance and flood insurance on selected town and town special district properties; and

WHEREAS, the Town's existing insurance policy and the existing flood insurance policy both expire on June 30, 2016 and the Town is desirous of continuing such coverage; and

WHEREAS, the Town of Hempstead's insurance broker, Marsh, USA, Inc., has been successful in continuing the Town's coverage with American Home Assurance Company, 175 Water Street, New York, New York, and placing the excess flood insurance policy with RSUI Indemnity Co., 945 East Paces Ferry Road, Suite 1800, Atlanta, Georgia 30326; and

WHEREAS, it is in the public's interest for the Town to maintain insurance coverage on selected town and town special district properties and to pay the premiums for such coverage;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to execute such document or documents necessary to obtain fire and multi-peril insurance coverage and flood insurance coverage on selected town and town special district locations, properties, equipment, and contents commencing July 1, 2017 with American Home Assurance Company, and RSUI Indemnity Co. for a one year term and to pay premiums for such insurance coverage to Marsh USA, Inc., P.O. Box 417724, Boston, MA 02241-7724 in the amount of \$670,831.00 and such premiums shall be paid out and charge to the insurance accounts of the appropriated funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

22

Case #

16452

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
O'CONNOR PETITO LLC FOR ARCHITECTURAL /
ENGINEERING ON-CALL CONSULTING SERVICES FOR
SURVEYING IN THE TOWN OF HEMPSTEAD, NASSAU
COUNTY, NEW YORK

WHEREAS, the Town is required to prepare various surveys and design plans for roadways or parking fields under its Highway Capital Improvement Program; and

WHEREAS, on an as needed basis the Town deems it desirable and necessary to obtain on-call services of Consultants for the purpose of preparing said surveys and design plans for its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to O'Connor Petito LLC 27 Forest Avenue, Locust Valley, NY 11560.; and

WHEREAS, the Consultant, O'Connor Petito LLC 27 Forest Avenue, Locust Valley, NY 11560. herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, O'Connor Petito LLC 27 Forest Avenue, Locust Valley, NY 11560. has submitted an Agreement in writing dated May 25, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with O'Connor Petito LLC 27 Forest Avenue, Locust Valley, NY 11560. for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 27520

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this ____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and O'Connor Petito LLC, having their principal office at 27 Forest Ave., Locust Valley, NY 11560 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town is required to prepare various surveys and/or plans for roadways, parking fields and/or properties throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a Consultant for the purpose of preparing engineering surveys of said various projects, properties; and

WHEREAS, the Consultant herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Land Surveyors and Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Survey services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner which generally shall include the following:

- Property line surveys
- Topographic surveys
- Construction layout
- Roadway drainage and ponding problems
- Preparation of various scale maps and charts

TYPICAL TASKS FOR ROADWAY SURVEY WORK:

- o At the direction of the Commissioner the Consultant may be required to establish and lay out horizontal control, vertical control and baselines as required.

- o Perform topographic survey of existing roads and adjacent road segments to determine elevations and locate above ground and subsurface features such as pavements, sidewalks, curbs, hydrants, trees, utility poles, drainage structures, manhole covers, valve boxes and underground utilities.
 - o Existing elevations may be required at the front and back of sidewalk, top and bottom of curb, midpoint and centerline of the roadways at twenty-five (25) foot intervals, and shots ten (10) feet behind the property lines at driveways and walks.
 - o Perform Condition Survey of drainage structures in project areas; obtain related invert elevations.
 - o The consultant may be required to prepare base maps of a project area in Microstation, in accordance with the latest revision of the Town's Policy for Preparation of Contract Documents, indicating all features, utilities and elevations obtained during the topographic survey.
- And other Surveying and mapping related services

II. TERMS OF COMPENSATION

For all field & office work, including survey and mapping services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or by the approved hourly rates paid to survey party personnel and technical personnel engaged directly in the survey and/or mapping. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000. per year, for a two(2) year contract term starting from the date of Agreement execution.

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

O'Connor Petito LLC

(co name)

27 Forest Avenue

(co address)

Locust Valley, NY 11560

(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be

final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

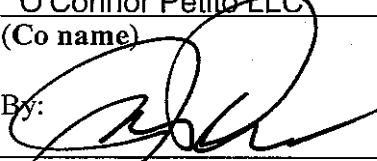
IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:


Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

O'Connor Petito LLC
(Co name)

By: 
(Signature)

Joseph Petito, Owner
(PRINT NAME; TITLE)

Reviewed for content by:

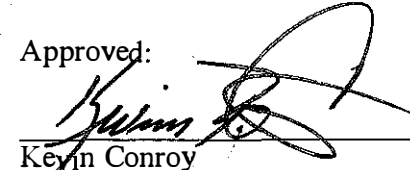

Jeffrey M. Tiboney
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:


Joseph J. Ra
By: Charles O. Heine Date: 6/22/17
Joseph J. Ra
Town Attorney

Approved:

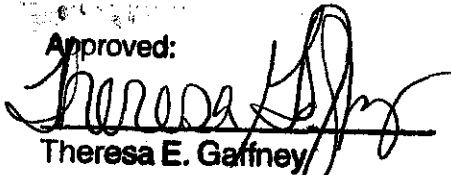

Kevin Conroy
Town Comptroller

Date 6/28/17

APPROVED


DIRECTOR OF PURCHASING

Approved:


Theresa E. Gaffney
Executive Assistant
Dated: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
CASHIN ASSOCIATES, P.C. FOR ARCHITECTURAL /
ENGINEERING ON-CALL CONSULTING SERVICES FOR
DESIGN & CIVIL ENGINEERING IN THE TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to prepare various surveys, engineering studies and design plans for roadways, parking fields and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of preparing said surveys, engineering studies and design plans for its capital program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to Cashin Associates, 1200 Veterans Memorial Highway, Hauppauge, NY 11788 ; and

WHEREAS, the Consultant, Cashin Associates, 1200 Veterans Memorial Highway, Hauppauge, NY 11788 herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, Cashin Associates, 1200 Veterans Memorial Highway, Hauppauge, NY 11788 has submitted an Agreement in writing dated May 25, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Cashin Associates, 1200 Veterans Memorial Highway, Hauppauge, NY 11788 for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

23

Case #

15294

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and CASHIN ASSOCIATES PC having their principal office at HAUPTAUGE NY hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town is required to prepare various surveys, engineering studies and design plans for roadways, parking fields and/or properties under its capital improvement program; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing said surveys, engineering studies and design plans for its capital program; and

WHEREAS, the Consultant herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Land Surveyors and Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Design and Civil Engineering services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Provide surveying-related services in the collection of data to be utilized in the preparation of construction plans, as required.
- Perform structural surveys of existing structures to determine any repairs, if any, are necessary, or to determine if a structure is unsafe for public use.
- Prepare design of contract plans & specifications in accordance with the Town's Policy for Preparation of Contract Documents, latest revision.
- Prepare an engineer's estimate.
- Advise the Commissioner, or his representative, upon all questions raised involving

interpretation of the plans and specifications.

- Provide coordination with utilities in the preparation of construction plans and during construction,
- Provide quality control in the field by providing inspection services for the oversight of the contractor.
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Maintain daily inspectors reports and material quantity records

TYPICAL TASKS FOR ROADWAY DESIGN MAY INCLUDE:

- Study existing storm drainage system for the Project area to ascertain its structural condition and capacity adequacy. Utilize standard Nassau County Department of Public Works storm drainage design criteria for a two-year storm and evaluate the total water shed, individual contributory areas and all components of the existing storm drainage system. Recommend if any improvements are required, identify potential environmental impacts and utility conflicts.
 - Prepare a current detailed topographical survey for the entire Project area. Include all utility, horizontal and vertical control information. Accurately depict all existing topographical features (surface and subsurface), elevations and grades.
 - Prepare a location plan and specifications for sub-surface investigations. Provide observation and administrate all sub-surface investigations.
 - Submit a comprehensive design report detailing all existing typical features and conditions, design criteria, non-standard features and deficiencies, results of sub-surface and storm drainage investigations, utility upgrade issues, proposed improvements with alternatives and recommendations to the Commissioner for review and comment.
 - Evaluate the existing roadway horizontal alignment; the structural condition of the existing roadway pavement, curbing and storm drainage system. Evaluate all potential roadway pavement rehabilitation options and recommendations shall be submitted to the Commissioner for review. Include an engineer's estimate of probable construction cost for the alternatives proposed.
 - Design all proposed improvements in accordance with the Town's Policy for Design of Roadway and Storm Drainage Improvement Projects, latest revision
- And other Design & Civil Engineering related services

II. TERMS OF COMPENSATION

For all field & office work, including Design and Civil Engineering services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Design and Civil Engineering services personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two (2) year contract term starting from the date of Agreement execution.

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For Inspection services the following wage rate schedule, with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

Cashin Associates, PC
(co name)
1200 Veterans Memorial Hwy.
(co address)
Hauppauge NY 11788
(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

- A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.
- B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.
- C. Workers' compensation insurance


IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

CASHIN ASSOCIATES, PC
(co name)

By: 
(signature)
FRANCIS J. CASHIN
(PRINT NAME; TITLE)

Reviewed for content by:


Jeffrey M. Fieme
Deputy Commissioner of Engineering

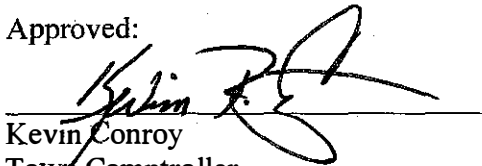
Date: 6/27/17

Form Approved:

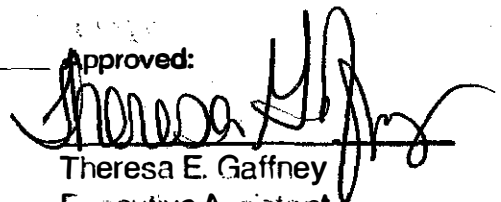
Joseph J. Ra
By: Charles B. Heine
Joseph J. Ra
Town Attorney

Date: 6/23/17

Approved:


Kevin Conroy
Town Comptroller

Date: 6/28/17

Approved: 
Theresa E. Gaffney
Executive Assistant
Dated: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF CAMERON ENGINEERING AND ASSOCIATES, LLP FOR ARCHITECTURAL / ENGINEERING ON-CALL CONSULTING SERVICES FOR DESIGN & CIVIL ENGINEERING IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to prepare various surveys, engineering studies and design plans for roadways, parking fields and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of preparing said surveys, engineering studies and design plans for its capital program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to Cameron Engineering Associates, LLP. 177 Crossways Park Drive, Woodbury, NY 11797; and

WHEREAS, the Consultant, Cameron Engineering Associates, LLP. 177 Crossways Park Drive, Woodbury, NY 11797; herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, Cameron Engineering Associates, LLP. 177 Crossways Park Drive, Woodbury, NY 11797; has submitted an Agreement in writing dated June 1, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Cameron Engineering Associates, LLP. 177 Crossways Park Drive, Woodbury, NY 11797; for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24
Case # 24970

AGREEMENT ENGINEERING SERVICES

THIS AGREEMENT, made this day of 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **Cameron Engineering & Associates, LLP** having their principal office at 177 Crossways Park Drive, Woodbury, NY 11797 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town is required to prepare various surveys, engineering studies and design plans for roadways, parking fields and/or properties under its capital improvement program; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing said surveys, engineering studies and design plans for its capital program; and

WHEREAS, the Consultant herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Land Surveyors and Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Design and Civil Engineering services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Provide surveying-related services in the collection of data to be utilized in the preparation of construction plans, as required.
- Perform structural surveys of existing structures to determine any repairs, if any, are necessary, or to determine if a structure is unsafe for public use.
- Prepare design of contract plans & specifications in accordance with the Town's Policy for Preparation of Contract Documents, latest revision.
- Prepare an engineer's estimate.
- Advise the Commissioner, or his representative, upon all questions raised involving

interpretation of the plans and specifications.

- Provide coordination with utilities in the preparation of construction plans and during construction,
- Provide quality control in the field by providing inspection services for the oversight of the contractor.
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Maintain daily inspectors reports and material quantity records

TYPICAL TASKS FOR ROADWAY DESIGN MAY INCLUDE:

- Study existing storm drainage system for the Project area to ascertain its structural condition and capacity adequacy. Utilize standard Nassau County Department of Public Works storm drainage design criteria for a two-year storm and evaluate the total water shed, individual contributory areas and all components of the existing storm drainage system. Recommend if any improvements are required, identify potential environmental impacts and utility conflicts.
 - Prepare a current detailed topographical survey for the entire Project area. Include all utility, horizontal and vertical control information. Accurately depict all existing topographical features (surface and subsurface), elevations and grades.
 - Prepare a location plan and specifications for sub-surface investigations. Provide observation and administrate all sub-surface investigations.
 - Submit a comprehensive design report detailing all existing typical features and conditions, design criteria, non-standard features and deficiencies, results of sub-surface and storm drainage investigations, utility upgrade issues, proposed improvements with alternatives and recommendations to the Commissioner for review and comment.
 - Evaluate the existing roadway horizontal alignment; the structural condition of the existing roadway pavement, curbing and storm drainage system. Evaluate all potential roadway pavement rehabilitation options and recommendations shall be submitted to the Commissioner for review. Include an engineer's estimate of probable construction cost for the alternatives proposed.
 - Design all proposed improvements in accordance with the Town's Policy for Design of Roadway and Storm Drainage Improvement Projects, latest revision
- And other Design & Civil Engineering related services

II. TERMS OF COMPENSATION

For all field & office work, including Design and Civil Engineering services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Design and Civil Engineering services personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two (2) year contract term starting from the date of Agreement execution.

For Inspection services the following wage rate schedule, with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

Cameron Engineering & Associates, LLP
(co name)
177 Crossways Park Drive
(co address)
Woodbury NY 11797
(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

- A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.
- B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.
- C. Workers' compensation insurance

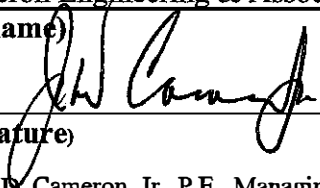
IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:


Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

Cameron Engineering & Associates, LLP
(co name)

By: 
(signature)

John D. Cameron, Jr., P.E., Managing Partner
(PRINT NAME; TITLE)

Reviewed for content by:


Jeffrey M. Tierney
Deputy Commissioner of Engineering

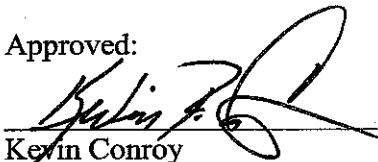
Date: 6/27/17

Form Approved:

Joseph J. Ra
By: Charles S. Heine
Joseph J. Ra
Town Attorney

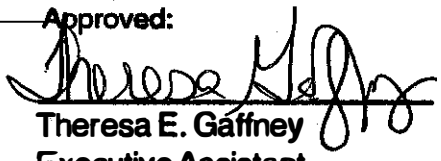
Date: 6/23/17

Approved:


Kevin Conroy
Town Comptroller

Date: 6/30/17

Approved:


Theresa E. Gaffney
Executive Assistant
Dated: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EMPLOYMENT OF
GAYRON DEBRUIN LAND SURVEYING & ENGINEERING,
P.C. FOR ARCHITECTURAL / ENGINEERING ON-CALL
CONSULTING SERVICES FOR SURVEYING IN THE
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, the Town is required to prepare various surveys and design plans for roadways or parking fields under its Highway Capital Improvement Program; and

WHEREAS, on an as needed basis the Town deems it desirable and necessary to obtain on-call services of Consultants for the purpose of preparing said surveys and design plans for its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to Gayron deBruin Land Surveying & Engineering, P.C.; and

WHEREAS, the Consultant, Gayron deBruin Land Surveying & Engineering, P.C., 11 Union Avenue, Bethpage NY 11714 herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, Gayron deBruin Land Surveying & Engineering, P.C. 11 Union Avenue, Bethpage NY 11714 has submitted an Agreement in writing dated June 19, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Gayron deBruin Land Surveying & Engineering, P.C. 11 Union Avenue, Bethpage NY 11714 for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24
Case # 11502

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this 1 day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and Gayron de Bruin Land Surveying and Engineering, PC, having their principal office at 11 Union Avenue, Bethpage, NY 11714 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town is required to prepare various surveys and/or plans for roadways, parking fields and/or properties throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a Consultant for the purpose of preparing engineering surveys of said various projects, properties; and

WHEREAS, the Consultant herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Land Surveyors and Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Survey services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner which generally shall include the following:

- Property line surveys
- Topographic surveys
- Construction layout
- Roadway drainage and ponding problems
- Preparation of various scale maps and charts

TYPICAL TASKS FOR ROADWAY SURVEY WORK:

- o At the direction of the Commissioner the Consultant may be required to establish and lay out horizontal control, vertical control and baselines as required.

- o Perform topographic survey of existing roads and adjacent road segments to determine elevations and locate above ground and subsurface features such as pavements, sidewalks, curbs, hydrants, trees, utility poles, drainage structures, manhole covers, valve boxes and underground utilities.
 - o Existing elevations may be required at the front and back of sidewalk, top and bottom of curb, midpoint and centerline of the roadways at twenty-five (25) foot intervals, and shots ten (10) feet behind the property lines at driveways and walks.
 - o Perform Condition Survey of drainage structures in project areas; obtain related invert elevations.
 - o The consultant may be required to prepare base maps of a project area in Microstation, in accordance with the latest revision of the Town's Policy for Preparation of Contract Documents, indicating all features, utilities and elevations obtained during the topographic survey.
- And other Surveying and mapping related services

II. TERMS OF COMPENSATION

For all field & office work, including survey and mapping services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or by the approved hourly rates paid to survey party personnel and technical personnel engaged directly in the survey and/or mapping. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000. per year, for a two(2) year contract term starting from the date of Agreement execution.

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

Gayron de Bruin Land Surveying and Engineering, PC

(co name)

11 Union Avenue

(co address)

Bethpage, NY 11714

(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be

final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

- A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.
- B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.
- C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

Gayron de Bruin Land Surveying and Engineering, PC
(Co name)

By:

(Signature)

Christine Gayron, LS; President
(PRINT NAME; TITLE)

Reviewed for content by:

Jeffrey M. Tierney
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:

Joseph J. Ra
Town Attorney

Date: 6/22/17

Approved:

Kevin Conroy
Town Comptroller

Date: 6/28/17

Approved:
Theresa E. Gaffney
Executive Assistant
Dated: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
H2M ARCHITECTS , ENGINEERS, LAND SURVEYING
AND LANDSCAPE ARCHITECTURE, DPC FOR
ARCHITECTURAL / ENGINEERING ON-CALL
CONSULTING SERVICES FOR CONSTRUCTION
MANAGEMENT & INSPECTION IN THE TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC., 538 Broad Hollow Road, Melville, NY 11747; and

WHEREAS, the Consultant, H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC., 538 Broad Hollow Road, Melville, NY 11747 herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC., 538 Broad Hollow Road, Melville, NY 11747 has submitted an Agreement in writing dated June 22, 2017 setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC., 538 Broad Hollow Road, Melville, NY 11747 for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 25

Case # 26420

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC having their principal office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

**H2M Architects, Engineers, Land Surveying and
Landscape Architecture, DPC**

By:

Gacy E. Loesch, P.E.
Chief Operating Officer

Reviewed for Content by:

Jeffrey M. Tierney

Date: 6/27/17

Jeffrey M. Tierney
Deputy Commissioner of Engineering

Form Approved:

Joseph J. Ra
By: Charles O. Tierney

Date: 6/26/17

Joseph J. Ra
Town Attorney

Approved:

Kevin Conroy

Date 6/25/17

Kevin Conroy
Town Comptroller

Theresa E. Gaffney
Theresa E. Gaffney
Executive Assistant
6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
NELSON & POPE ENGINEERS AND SURVEYORS FOR
ARCHITECTURAL / ENGINEERING ON-CALL
CONSULTING SERVICES FOR CONSTRUCTION
MANAGEMENT & INSPECTION IN THE TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to Nelson & Pope Engineers and Surveyors, 572 Walt Whitman Road, Melville, NY 11747.; and

WHEREAS, the Consultant, Nelson & Pope Engineers and Surveyors, 572 Walt Whitman Road, Melville, NY 11747 herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, Nelson & Pope Engineers and Surveyors, 572 Walt Whitman Road, Melville, NY 11747 has submitted an Agreement in writing dated May 26, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Nelson & Pope Engineers and Surveyors, 572 Walt Whitman Road, Melville, NY 11747 for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25

Case # 16530

AGREEMENT ENGINEERING SERVICES

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and Nelson & Pope Engineers having their principal office at 572 Walt Whitman Road, Melville, NY hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

- Furnish during the construction an approved resident engineer and/or inspector, whose duties shall include inspection of all work at the site and to certify that the same, is in accordance with the plans and specifications. Provide such number of representatives as is necessary to inspect the construction in as efficient and expeditious a manner as possible as approved by the Commissioner.

TYPICAL TASKS FOR DAILY INSPECTION MAY INCLUDE:

- Perform concrete slump and air content tests
 - Prepare concrete cylinders for testing by Town approved lab
 - Maintain daily inspectors reports and material quantity records
 - Monitoring of construction schedule
 - Verify all deliveries have accurate tickets and are from approved suppliers
 - Review concrete and asphalt yields
 - Issue notices to contractor
 - Record time and materials in cases of disputed work
 - Track project schedule
 - Resolve homeowner's concerns
- Advise the Commissioner, or his representative, upon all questions raised involving interpretation of the plans and specifications.
 - Prepare certified estimates of the amount and value of construction work performed during each calendar month. Collect and maintain copies of contractors certified payroll records. Review and approve contractor claims.
 - Negotiation of Change Orders
 - Final inspection and punchlist generation
 - Since this contract may be utilized for oversight of Requirements Contracts, the consultant may be required to produce construction estimates based upon Requirements Contract pricing and items required.
 - And other Construction Management related services

II. TERMS OF COMPENSATION

For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

Nelson & Pope, Engineers & Surveyors

(co name)
572 Walt Whitman Road

(co address)
Melville, NY 11747

(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

Nelson & Pope, Engineers & Surveyors

(co name)

By:

(signature)

Joseph Epifania, PE, Partner

(PRINT NAME ;TITLE)

Reviewed for Content by:

Jeffrey M. Tierney
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:

Joseph J. Ra
By: Charles O. Heine
Town Attorney

Date: 6/22/17

Approved:

Kevin Conroy
Town Comptroller

Date 6/28/17

Approved:
E. Gaffney
Assistant
6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EMPLOYMENT OF
LUCCHESI ENGINEERING, P.C. FOR ARCHITECTURAL /
ENGINEERING ON-CALL CONSULTING SERVICES FOR
CONSTRUCTION MANAGEMENT & INSPECTION IN THE
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to Lucchesi Engineering, P.C. 268 North Broadway, Hicksville, NY 11801.; and

WHEREAS, the Consultant, Lucchesi Engineering, P.C. 268 North Broadway, Hicksville, NY 11801. herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, Lucchesi Engineering, P.C. 268 North Broadway, Hicksville, NY 11801. has submitted an Agreement in writing dated May 26, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Lucchesi Engineering, P.C. 268 North Broadway, Hicksville, NY 11801. for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

25386

AGREEMENT ENGINEERING SERVICES

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and Lucchesi Engineering, P.C. having their principal office at 268 North Broadway Hicksville New York 11801 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

- Furnish during the construction an approved resident engineer and/or inspector, whose duties shall include inspection of all work at the site and to certify that the same, is in accordance with the plans and specifications. Provide such number of representatives as is necessary to inspect the construction in as efficient and expeditious a manner as possible as approved by the Commissioner.

TYPICAL TASKS FOR DAILY INSPECTION MAY INCLUDE:

- Perform concrete slump and air content tests
 - Prepare concrete cylinders for testing by Town approved lab
 - Maintain daily inspectors reports and material quantity records
 - Monitoring of construction schedule
 - Verify all deliveries have accurate tickets and are from approved suppliers
 - Review concrete and asphalt yields
 - Issue notices to contractor
 - Record time and materials in cases of disputed work
 - Track project schedule
 - Resolve homeowner's concerns
- Advise the Commissioner, or his representative, upon all questions raised involving interpretation of the plans and specifications.
 - Prepare certified estimates of the amount and value of construction work performed during each calendar month. Collect and maintain copies of contractors certified payroll records. Review and approve contractor claims.
 - Negotiation of Change Orders
 - Final inspection and punchlist generation
 - Since this contract may be utilized for oversight of Requirements Contracts, the consultant may be required to produce construction estimates based upon Requirements Contract pricing and items required.
 - And other Construction Management related services

II. TERMS OF COMPENSATION

For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of
Lucchesi Engineering, P.C.

268 North Broadway (co name)

Hicksville, N.Y. (co address) 11801

(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Taman, P.E., Esq.
Commissioner of Engineering

Lucchesi Engineering, P.C.

(co name)

By:

(signature)

Joseph A. Lucchesi, P.E., President

(PRINT NAME ;TITLE)

Reviewed for Content by:

Jeffrey M. Tierney
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:

Joseph J. Ra
By: Charles B. Heme
Joseph J. Ra
Town Attorney

Date: 6/22/17

Approved:

Kevin Conroy
Kevin Conroy
Town Comptroller

Date: 6/28/17

APPROVED

[Signature]
DIRECTOR OF PURCHASING

Approved:

Theresa E. Gaffney
Theresa E. Gaffney
Executive Assistant
Dated: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EMPLOYMENT OF
LIRO PROGRAM AND CONSTRUCTION MANAGEMENT,
P.E, P.C. FOR ARCHITECTURAL / ENGINEERING ON-
CALL CONSULTING SERVICES FOR CONSTRUCTION
MANAGEMENT & INSPECTION IN THE TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to LiRo Program Construction Management, P.E., P.C. 3 Aerial Way, Syosset, NY 11791.; and

WHEREAS, the Consultant, LiRo Program Construction Management, P.E., P.C. 3 Aerial Way, Syosset, NY 11791 herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, LiRo Program Construction Management, P.E., P.C. 3 Aerial Way, Syosset, NY 11791 has submitted an Agreement in writing dated June 5, 2017-, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with LiRo Program Construction Management, P.E., P.C. 3 Aerial Way, Syosset, NY 11791 for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item #

25

Case #

23468

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this ____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and LiRo Program and Construction Management, P.E. P.C. _____ having their principal office at 3 Aerial Way, Syosset, NY 11791 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

- Furnish during the construction an approved resident engineer and/or inspector, whose duties shall include inspection of all work at the site and to certify that the same, is in accordance with the plans and specifications. Provide such number of representatives as is necessary to inspect the construction in as efficient and expeditious a manner as possible as approved by the Commissioner.

TYPICAL TASKS FOR DAILY INSPECTION MAY INCLUDE:

- Perform concrete slump and air content tests
 - Prepare concrete cylinders for testing by Town approved lab
 - Maintain daily inspectors reports and material quantity records
 - Monitoring of construction schedule
 - Verify all deliveries have accurate tickets and are from approved suppliers
 - Review concrete and asphalt yields
 - Issue notices to contractor
 - Record time and materials in cases of disputed work
 - Track project schedule
 - Resolve homeowner's concerns
- Advise the Commissioner, or his representative, upon all questions raised involving interpretation of the plans and specifications.
 - Prepare certified estimates of the amount and value of construction work performed during each calendar month. Collect and maintain copies of contractors certified payroll records. Review and approve contractor claims.
 - Negotiation of Change Orders
 - Final inspection and punchlist generation
 - Since this contract may be utilized for oversight of Requirements Contracts, the consultant may be required to produce construction estimates based upon Requirements Contract pricing and items required.
 - And other Construction Management related services

II. TERMS OF COMPENSATION

For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

LiRo Program and Construction Management, PE P.C.

(co name)

3 Aerial Way

(co address)

Syosset, NY 11791

(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

LiRo Program and Construction Management, PE P.C.

(co name)

By:

(signature)

Lawrence H. Blond, PE/Senior Vice President and General Manager

(PRINT NAME ;TITLE)

Reviewed for Content by:

Jeffrey M. Tierney
Jeffrey M. Tierney
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:

Joseph J. Ra
Charles O. Heine
Joseph J. Ra
Town Attorney

Date: 6/22/17

Approved:

Kevin Conroy
Kevin Conroy
Town Comptroller

Date 6/28/17

Approved:

Theresa E. Gaffney
Theresa E. Gaffney
Executive Assistant

Dated: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
GIBBONS ESPOSITO & BOYCE ENGINEERS, P.C. FOR
ARCHITECTURAL / ENGINEERING ON-CALL
CONSULTING SERVICES FOR CONSTRUCTION
MANAGEMENT & INSPECTION IN THE TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to Gibbons Esposito & Boyce, P.C. 161-01 Horace Harding Expressway, Fresh Meadows, NY 11365.; and

WHEREAS, the Consultant, Gibbons Esposito & Boyce, P.C. 161-01 Horace Harding Expressway, Fresh Meadows, NY 11365. herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, Gibbons Esposito & Boyce, P.C. 161-01 Horace Harding Expressway, Fresh Meadows, NY 11365. has submitted an Agreement in writing dated May 26, 2017 setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Gibbons Esposito & Boyce, P.C. 161-01 Horace Harding Expressway, Fresh Meadows, NY 11365. for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item #

25

Case #

17843

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **Gibbons, Esposito & Boyce Engineers, P.C.** having their principal office at **161-01 Horace Harding Expressway, Fresh Meadows, NY 11365** hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

- Furnish during the construction an approved resident engineer and/or inspector, whose duties shall include inspection of all work at the site and to certify that the same, is in accordance with the plans and specifications. Provide such number of representatives as is necessary to inspect the construction in as efficient and expeditious a manner as possible as approved by the Commissioner.

TYPICAL TASKS FOR DAILY INSPECTION MAY INCLUDE:

- Perform concrete slump and air content tests
 - Prepare concrete cylinders for testing by Town approved lab
 - Maintain daily inspectors reports and material quantity records
 - Monitoring of construction schedule
 - Verify all deliveries have accurate tickets and are from approved suppliers
 - Review concrete and asphalt yields
 - Issue notices to contractor
 - Record time and materials in cases of disputed work
 - Track project schedule
 - Resolve homeowner's concerns
- Advise the Commissioner, or his representative, upon all questions raised involving interpretation of the plans and specifications.
 - Prepare certified estimates of the amount and value of construction work performed during each calendar month. Collect and maintain copies of contractors certified payroll records. Review and approve contractor claims.
 - Negotiation of Change Orders
 - Final inspection and punchlist generation
 - Since this contract may be utilized for oversight of Requirements Contracts, the consultant may be required to produce construction estimates based upon Requirements Contract pricing and items required.
 - And other Construction Management related services

II. TERMS OF COMPENSATION

For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

Gibbons, Esposito & Boyce Engineers, P.C.
(co name)
161-01 Horace Harding Expressway
(co address)
Fresh Meadows, NY 11365
(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

Gibbons, Esposito & Boyce Engineers, P.C.
(co name)

By:

(signature)

Robert Ervolina, P.E., Executive Vice President
(PRINT NAME ;TITLE)

Reviewed for Content by:

Jeffrey M. Tierney
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:

Joseph J. Na
Town Attorney

Date: 6/22/17

Approved:

Kevin Conroy
Town Comptroller

Date: 6/28/17

proved:
Theresa Gaffney
Gaffney
iant
6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
D&B ENGINEERS AND ARCHITECTS, P.C. FOR
ARCHITECTURAL / ENGINEERING ON-CALL
CONSULTING SERVICES FOR CONSTRUCTION
MANAGEMENT & INSPECTION IN THE TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to D&B Engineers and Architects, P.C. 330 Crossways Park Drive, Woodbury, NY 11797; and

WHEREAS, the Consultant, D&B Engineers and Architects, P.C. 330 Crossways Park Drive, Woodbury, NY 11797; herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, D&B Engineers and Architects, P.C. 330 Crossways Park Drive, Woodbury, NY 11797; has submitted an Agreement in writing dated May 25, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with D&B Engineers and Architects, P.C. 330 Crossways Park Drive, Woodbury, NY 11797; for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item #

25

Case #

21731

**AGREEMENT
ENGINEERING SERVICES**

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and D&B Engineers and Architects, P.C. having their principal office at 330 Crossways Park Dr., Woodbury, NY 11797 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

- Furnish during the construction an approved resident engineer and/or inspector, whose duties shall include inspection of all work at the site and to certify that the same, is in accordance with the plans and specifications. Provide such number of representatives as is necessary to inspect the construction in as efficient and expeditious a manner as possible as approved by the Commissioner.

TYPICAL TASKS FOR DAILY INSPECTION MAY INCLUDE:

- Perform concrete slump and air content tests
 - Prepare concrete cylinders for testing by Town approved lab
 - Maintain daily inspectors reports and material quantity records
 - Monitoring of construction schedule
 - Verify all deliveries have accurate tickets and are from approved suppliers
 - Review concrete and asphalt yields
 - Issue notices to contractor
 - Record time and materials in cases of disputed work
 - Track project schedule
 - Resolve homeowner's concerns
- Advise the Commissioner, or his representative, upon all questions raised involving interpretation of the plans and specifications.
 - Prepare certified estimates of the amount and value of construction work performed during each calendar month. Collect and maintain copies of contractors certified payroll records. Review and approve contractor claims.
 - Negotiation of Change Orders
 - Final inspection and punchlist generation
 - Since this contract may be utilized for oversight of Requirements Contracts, the consultant may be required to produce construction estimates based upon Requirements Contract pricing and items required.
 - And other Construction Management related services

II. TERMS OF COMPENSATION

For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

D&B Engineers and Architects, P.C.
(co name)
330 Crossways Park Drive
(co address)
Woodbury, NY 11797
(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

D&B Engineers and Architects, P.C.
(co name)

By: William Merklin
(signature)

William Merklin, S.V.P.
(PRINT NAME ;TITLE)

Reviewed for Content by:

Jeffrey M. Fiamey
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:

Joseph J. Ra
By: Charles O. Steiner Date: 6/22/17
Joseph J. Ra
Town Attorney

Approved:

Kevin Conroy
Kevin Conroy
Town Comptroller

Date 6/28/17

Approved:

Theresa E. Gaffney
Theresa E. Gaffney
Executive Assistant
Dated: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
DEBRUIN ENGINEERING, P.C. FOR ARCHITECTURAL /
ENGINEERING ON-CALL CONSULTING SERVICES FOR
CONSTRUCTION MANAGEMENT & INSPECTION IN THE
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to deBruin Engineering, P.C. 11 Union Avenue, Bethpage, NY 11714; and

WHEREAS, the Consultant, deBruin Engineering, P.C. 11 Union Avenue, Bethpage, NY 11714; herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, deBruin Engineering, P.C. 11 Union Avenue, Bethpage, NY 11714; has submitted an Agreement in writing dated May 31, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with deBruin Engineering, P.C. 11 Union Avenue, Bethpage, NY 11714; for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

11502

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this ____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and de Bruin Engineering, PC having their principal office at 11 Union Avenue, Bethpage, NY 11714 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

- Furnish during the construction an approved resident engineer and/or inspector, whose duties shall include inspection of all work at the site and to certify that the same, is in accordance with the plans and specifications. Provide such number of representatives as is necessary to inspect the construction in as efficient and expeditious a manner as possible as approved by the Commissioner.

TYPICAL TASKS FOR DAILY INSPECTION MAY INCLUDE:

- Perform concrete slump and air content tests
 - Prepare concrete cylinders for testing by Town approved lab
 - Maintain daily inspectors reports and material quantity records
 - Monitoring of construction schedule
 - Verify all deliveries have accurate tickets and are from approved suppliers
 - Review concrete and asphalt yields
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 - Track project schedule
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- Advise the Commissioner, or his representative, upon all questions raised involving interpretation of the plans and specifications.
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 - Since this contract may be utilized for oversight of Requirements Contracts, the consultant may be required to produce construction estimates based upon Requirements Contract pricing and items required.
 - And other Construction Management related services

II. TERMS OF COMPENSATION

For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
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In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

de Bruin Engineering, PC
(co name)
11 Union Avenue
(co address)
Bethpage, NY 11714
(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

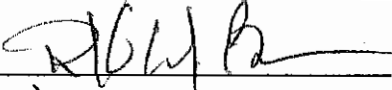
IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:


Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

de Bruin Engineering, PC
(co name)

By: 
(signature)

Robert W. de Bruin, P.E., President
(PRINT NAME ;TITLE)

Reviewed for Content by:


Jeffrey M. Tierney
Deputy Commissioner of Engineering

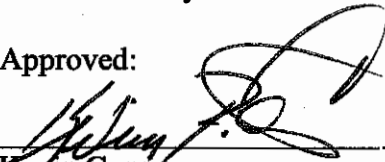
Date: 6/22/17

Form Approved:

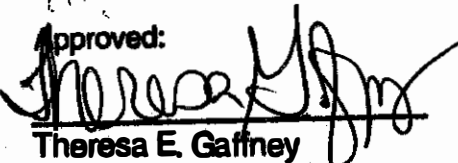

Joseph J. Ra
Town Attorney

Date: 6/22/17

Approved:


Kevin Conroy
Town Comptroller

Date 6/20/17

Approved: 
Theresa E. Gaffney
Executive Assistant
Dated: 6/23/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
GEDEON ENGINEERING, P.C. D/B/A GEDEON GRC
CONSULTING FOR ARCHITECTURAL / ENGINEERING
ON-CALL CONSULTING SERVICES FOR CONSTRUCTION
MANAGEMENT & INSPECTION IN THE TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to Gedeon Engineering, P.C. d/b/a Gedeon GRC Consulting, 6901 Jericho Turnpike, Syosset NY 11791; and

WHEREAS, the Consultant, Gedeon Engineering, P.C. d/b/a Gedeon GRC Consulting, 6901 Jericho Turnpike, Syosset NY 11791 herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, Gedeon Engineering, P.C. d/b/a Gedeon GRC Consulting, 6901 Jericho Turnpike, Syosset NY 11791 has submitted an Agreement in writing dated June 16, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Gedeon Engineering, P.C. d/b/a Gedeon GRC Consulting, 6901 Jericho Turnpike, Syosset NY 11791 for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item #

25

Case #

29731

AGREEMENT ENGINEERING SERVICES

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and Gedeon Engineering, PC, d/b/a Gedeon GRC Consulting having their principal office at 6901 Jericho Turnpike, Suite 216, Syosset, NY 11791 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

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 - And other Construction Management related services

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For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

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In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

Gedeon Engineering, PC, d/b/a Gedeon GRC Consulting

(co name)

6901 Jericho Turnpike, Suite 216

(co address)

Syosset, NY 11791

(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

**Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering**

Gedeon Engineering, PC, d/b/a Gedeon GRC Consulting

(co name)


By:

(signature)

Rudolf J. Gedeon, PE, Resident/CEO

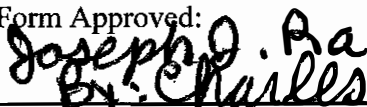

(PRINT NAME ;TITLE)

Reviewed for Content by:


Jeffrey M. Pierney
Deputy Commissioner of Engineering

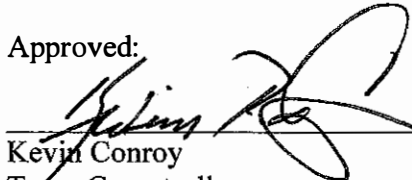
Date: 6/27/17

Form Approved:


By: 
Joseph J. Ra
Town Attorney

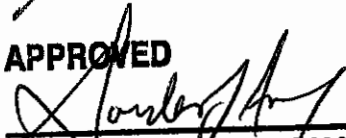
Date: 6/22/17

Approved:

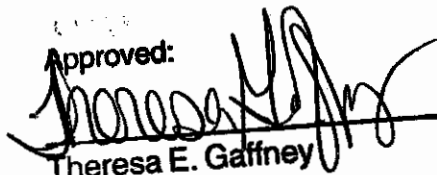

Kevin Conroy
Town Comptroller

Date: 6/28/17

APPROVED


DIRECTOR OF PURCHASING

Approved:


Theresa E. Gaffney
Executive Assistant
Dated: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
NV5 NEW YORK ARCHITECTS, LANDSCAPE
ARCHITECTS AND SURVEYORS FOR ARCHITECTURAL /
ENGINEERING ON-CALL CONSULTING SERVICES FOR
CONSTRUCTION MANAGEMENT & INSPECTION IN THE
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to NV5 New York Engineers, Architects, Landscape Architects and Surveyors, 40 Marcus Drive, Melville, NY 11747.; and

WHEREAS, the Consultant, NV5 New York Engineers, Architects, Landscape Architects and Surveyors, 40 Marcus Drive, Melville, NY 11747 herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, NV5 New York Engineers, Architects, Landscape Architects and Surveyors, 40 Marcus Drive, Melville, NY 11747 has submitted an Agreement in writing dated May 25, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with NV5 New York Engineers, Architects, Landscape Architects and Surveyors, 40 Marcus Drive, Melville, NY 11747 for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 25

Case # 29132

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this ___ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and NV5 New York - Engineers, Architects, Landscape Architects and Surveyors having their principal office at 40 Marcus Drive, Suite 201, Melville NY, 11747 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

- Furnish during the construction an approved resident engineer and/or inspector, whose duties shall include inspection of all work at the site and to certify that the same, is in accordance with the plans and specifications. Provide such number of representatives as is necessary to inspect the construction in as efficient and expeditious a manner as possible as approved by the Commissioner.

TYPICAL TASKS FOR DAILY INSPECTION MAY INCLUDE:

- Perform concrete slump and air content tests
 - Prepare concrete cylinders for testing by Town approved lab
 - Maintain daily inspectors reports and material quantity records
 - Monitoring of construction schedule
 - Verify all deliveries have accurate tickets and are from approved suppliers
 - Review concrete and asphalt yields
 - Issue notices to contractor
 - Record time and materials in cases of disputed work
 - Track project schedule
 - Resolve homeowner's concerns
- Advise the Commissioner, or his representative, upon all questions raised involving interpretation of the plans and specifications.
 - Prepare certified estimates of the amount and value of construction work performed during each calendar month. Collect and maintain copies of contractors certified payroll records. Review and approve contractor claims.
 - Negotiation of Change Orders
 - Final inspection and punchlist generation
 - Since this contract may be utilized for oversight of Requirements Contracts, the consultant may be required to produce construction estimates based upon Requirements Contract pricing and items required.
 - And other Construction Management related services

II. TERMS OF COMPENSATION

For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

NV5 New York -- Engineers, Architects, Landscape Architects and Surveyors

(co name)

40 Marcus Drive, Suite 201

(co address)

Melville, NY 11747

(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

(co name)

By:

Stephen Normandin, P.E.
Managing Director

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Reviewed for Content by:

Jeffrey M. Tierney
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:

Joseph J. Ra
Town Attorney

Date: 6/22/17

Approved:

Kevin Conroy
Town Comptroller

Date: 6/28/17

APPROVED

Anthony
DIRECTOR OF PURCHASING

Approved:

Theresa E. Gaffney
Executive Assistant

Date: 6/28/17

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EMPLOYMENT OF
ZI ENGINEERING, P.C.FOR ARCHITECTURAL /
ENGINEERING ON-CALL CONSULTING SERVICES FOR
CONSTRUCTION MANAGEMENT & INSPECTION IN THE
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, the Town is required to improve and construct storm drains, roadways, and other infrastructure improvements in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on April 14th, 2017, and conducted an evaluation of all proposals submitted, recommends award to Zi Engineering, P.C. 10 Fifth Street, Valley Stream, NY 11581.; and

WHEREAS, the Consultant, Zi Engineering, P.C. 10 Fifth Street, Valley Stream, NY 11581 herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Consultant, Zi Engineering, P.C. 10 Fifth Street, Valley Stream, NY 11581 has submitted an Agreement in writing dated May 26, 2017, setting forth in detail the services to be performed, with the amount not-to-exceed \$100,000.00 per year, for a two (2) year contract term starting from the date of Agreement execution.

WHEREAS, the Commissioner of Engineering has determined that said Agreements and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Zi Engineering, P.C. 10 Fifth Street, Valley Stream, NY 11581 for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

29733

A G R E E M E N T E N G I N E E R I N G S E R V I C E S

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **TOWN OF HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and ZI Engineering, PC having their principal office at 10 Fifth Street, Suite 402, Valley Stream, NY 11581 hereinafter referred to as the "CONSULTANT", for a period of two (2) years from the date of agreement execution.

WITNESSETH:

WHEREAS, the Town has an annual Highway Capital Construction Program to improve and construct storm drains and roadways in various areas throughout the Town; and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of Construction Management and Inspection of the construction work, and other engineering services pertinent to the aforementioned program; and

WHEREAS, the Consultant herein represents that he is adequately staffed, skilled and experienced in the type of work proposed, and represents further that he is staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services;

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. At any time during the two (2) year Consulting Agreement contract period the Consultant will be requested by the Commissioner of Engineering to submit a proposal to perform Construction Management and Inspection services on a task-specific basis. The Commissioner's discretion for selecting a consultant per task will be based on the needs of the department, the consultant's qualifications per task, the consultant's proposed fees per task, the consultants current workload, and any other relevant factors at that time. Subject to the direction and control of the Commissioner of Engineering of the Town, the Consultant agrees to perform all required services for the various projects assigned by the Commissioner of Engineering which generally shall include the following:

- Review of plans and specifications
- Assistance in the bid of a project
- Attend pre-construction meetings with contractors and Town Engineers
- Approval of subcontractors, suppliers, shop drawings, and/or other items requiring approval
- Survey layout
- Manage material testing (i.e. soil borings)

- Furnish during the construction an approved resident engineer and/or inspector, whose duties shall include inspection of all work at the site and to certify that the same, is in accordance with the plans and specifications. Provide such number of representatives as is necessary to inspect the construction in as efficient and expeditious a manner as possible as approved by the Commissioner.

TYPICAL TASKS FOR DAILY INSPECTION MAY INCLUDE:

- Perform concrete slump and air content tests
 - Prepare concrete cylinders for testing by Town approved lab
 - Maintain daily inspectors reports and material quantity records
 - Monitoring of construction schedule
 - Verify all deliveries have accurate tickets and are from approved suppliers
 - Review concrete and asphalt yields
 - Issue notices to contractor
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 - Track project schedule
 - Resolve homeowner's concerns
- Advise the Commissioner, or his representative, upon all questions raised involving interpretation of the plans and specifications.
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 - Negotiation of Change Orders
 - Final inspection and punchlist generation
 - Since this contract may be utilized for oversight of Requirements Contracts, the consultant may be required to produce construction estimates based upon Requirements Contract pricing and items required.
 - And other Construction Management related services

II. TERMS OF COMPENSATION

For all field & office work, including Construction Management and Inspection services specified under Section I, the Town shall pay the Consultant in accordance with the approved lump sum fee per work assignment and/or the approved hourly rates paid to Construction Management and Inspection personnel and any other technical personnel engaged in the services provided. The lump sum fee and/or hourly rates will be negotiated and approved per work assignment. The total not to exceed amount for this agreement shall be \$100,000 per year, for a two(2) year contract term starting from the date of Agreement execution.

For Construction Inspection services, the following wage rate schedule with a maximum multiplier of 2.2 included shall not be exceeded:

Nicet II	75 \$/hr
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In general, when a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of 2.2. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event shall the Town pay more than the maximum hourly limit currently set at \$175/hour.

III. Payments under Section II hereof shall be billed monthly by the Consultant. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to issue work to the Consultant in such sequence and manner, as it deems desirable and there is no guaranteed minimum amount to be issued.

V. In the event that any claim is made or any action brought against the Town in any way relating to the work prepared by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, cost and expenses arising from the negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VI. In addition to the foregoing services performed by the Consultant in relation to the above agreement, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town.

VII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town of the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VIII. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

IX. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

X. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

XI. Since it is intended to secure the personal services of

ZI Engineering, PC
(co name)
10 Fifth Street, Suite 402
(co address)
Valley Stream, NY 11581
(city/state/zip)

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

XIII. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

XIV. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XV. The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement:

A. Comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the

performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

B. Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.

C. Workers' compensation insurance

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

ZI Engineering, PC
(co name)

By: Zahid Ismail
(signature)

Zahid Ismail - President
(PRINT NAME ;TITLE)

Reviewed for Content by:

Jeffrey M. Tierney
Deputy Commissioner of Engineering

Date: 6/27/17

Form Approved:

Joseph J. Ra
By: Charles O. Heine Date: 6/22/17
Joseph J. Ra
Town Attorney

Approved:

Kevin Conroy
Kevin Conroy
Town Comptroller

Date 6/20/17

APPROVED

[Signature]
DIRECTOR OF PURCHASING

Approved: [Signature]
Theresa E. Gaffney
Executive Assistant
Dated: 6/29/17

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

Item # 26

Case # 7

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND 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. 53-2017, 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 August 8, 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. 53-2017, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 27

Case # 29727

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 8th day of August, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to **INCLUDE "REGULATIONS AND RESTRICTIONS "** to limit parking at the following locations:

BALDWIN
Section 202-5

BROOKLYN AVENUE (TH 201/17) North Side - TWO HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 34 feet east of the east curblines of Pine St., then east for a distance of 227 feet.

BROOKLYN AVENUE (TH 201/17) North Side - TWO HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 30 feet west of the west curblines of Grove St., then west for a distance of 168 feet.

EAST ATLANTIC BEACH
Section 202-9

SCOTT DRIVE (TH 179/17) South Side - NO PARKING 10 AM to 5 PM JUNE 1 TO SEPTEMBER 30 - starting at a point 317 feet west of the west curblines of Mark Lane, then west for a distance of 60 feet.

SCOTT DRIVE (TH 179/17) South Side - 30 MINUTE PARKING 9 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 506 feet west of the west curblines of Mark Lane, then west for a distance of 118 feet.

SCOTT DRIVE (TH 179/17) South Side - NO PARKING 10 AM to 5 PM JUNE 1 TO SEPTEMBER 30 - starting at a point 624 feet west of the west curblines of Mark Lane, then west for a distance of 928 feet.

ELMONT
Section 202-19

THIRD STREET (TH 222/17) West Side - NO PARKING SUNDAYS & HOLIDAYS - starting at the south curblines of Hoffman Avenue, south for a distance of 70 feet.

THIRD STREET (TH 222/17) West Side - NO PARKING SUNDAYS & HOLIDAYS - starting at the north curblines of Baylis Avenue, north for a distance of 105 feet.

LIDO BEACH
Section 202-2

REGENT DRIVE (TH 209/17) South Side - NO PARKING 9 AM - 6 PM MAY 15th - SEPT 30th - starting from the east curblines of Sands Court, east for a distance of 94 feet.

REGENT DRIVE (TH 209/17) South Side - NO PARKING 9 AM - 6 PM MAY 15th - SEPT 30th - starting at a point 114 feet east of east curblines of Sands Court, east, then south to the north curblines of Reynolds Drive.

MERRICK
Section 202-11

MADISON STREET (TH 231/17) East Side - TWO HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS - starting at a point 35 feet south of the south curblines of Commonwealth Avenue, south for a distance of 62 feet.

NORTH BELLMORE
Section 202-15

BELLMORE ROAD (TH 409/16) East Side - NO PARKING 8 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 38 feet south of the apex of Bellmore Road and Oakfield Ave., then south for a distance of 54 feet.

OCEANSIDE
Section 202-13

MOUNT AVENUE (TH 205/17) East Side - NO PARKING MONDAY - FRIDAY 9 AM - 11 AM - starting at a point 296 feet south of the south curblineline of Nassau Parkway, south for a distance of 20 feet.

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

BALDWIN
Section 202-5

BROOKLYN AVENUE (TH 693/08) North Side - TWO HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 30 feet east of the east curblineline of Pine St., east to a point 30 feet west of the west curblineline of Grove St. (Adopted 4/14/09)

EAST ATLANTIC BEACH
Section 202-9

SCOTT DRIVE (TH 224/89) South Side - NO PARKING 10 A.M. TO 5 P.M. JUNE 1 TO SEPTEMBER 30 - starting at the west curblineline of Mark Lane east, then south for a distance of 934 feet. (Adopted 8/22/89)

ELMONT
Section 202-19

THIRD STREET (TH 77/64) West Side - NO PARKING SUNDAY & HOLIDAYS - starting at the south curblineline of Hoffman Avenue, south to Baylis Avenue (Adopted 5/19/64)

(NR) ISLAND PARK
Section 202-28

BROADWAY (TH 304/67) East Side - NO PARKING 10 PM TO 6 AM - from the south curblineline of Georgia Avenue, south for a distance of 142 feet. (Adopted 8/15/67)

BROADWAY (TH 304/67) West Side - NO PARKING 10 PM TO 6 AM - from the south curblineline of Georgia Avenue, south for a distance of 92 feet. (Adopted 8/15/67)

BROADWAY (TH 237/77) West Side - 30 MINUTE PARKING 6 AM - 10 PM - starting from the south curblineline of Georgia Avenue, south for a distance of 94 feet. (Adopted 8/9/77)

BROADWAY (TH 150/98) East Side - 30 MINUTE PARKING 9 AM - 4 PM MONDAY TO FRIDAY - starting at the south curblineline of Georgia Avenue, south for a distance of 62 feet. (Adopted 5/25/99)

BROADWAY (TH 150/98) East Side - NO PARKING 7 AM - 6 PM MONDAY TO FRIDAY - starting at a point 62 feet south of the south curblineline of Georgia Avenue, south for a distance of 80 feet. (Adopted 5/25/99)

GEORGIA AVENUE (TH 237/77) South Side - 30 MINUTE PARKING 6 AM - 10 PM - starting from the east curblineline of Austin Boulevard, east to the west curblineline of Broadway. (Adopted 8/9/77)

GEORGIA AVENUE (TH 35/80) South Side - NO PARKING 8 AM - 5 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at the east curblineline of Broadway, east for a distance of 128 feet. (Adopted 6/10/80)

NORTH BELLMORE
Section 202-15

BELLMORE ROAD (TH 409/16) East Side - NO PARKING
8 AM - 6 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS - starting at a point 38 feet south of the apex of
Bellmore Road & Oakfield Ave., south for a distance of 86 feet.
(Adopted 11/29/16)

LIDO BEACH
Section 202-2

REGENT DRIVE (TH 51/76) West Side - NO PARKING 9 AM -
6 PM FROM MAY 15th THRU SEPTEMBER 30th - starting from
north curblineline of Reynolds Drive, north, following the curvature of
the roadway to the east curblineline of Sands Court.
(Adopted 4/13/76)

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: July 11, 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 forty-two of two thousand seventeen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN
Section 202-5

BROOKLYN AVENUE (TH 201/17) North Side - TWO HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 34 feet east of the east curblines of Pine St., then east for a distance of 227 feet.

BROOKLYN AVENUE (TH 201/17) North Side - TWO HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 30 feet west of the west curblines of Grove St., then west for a distance of 168 feet.

EAST ATLANTIC BEACH
Section 202-9

SCOTT DRIVE (TH 179/17) South Side - NO PARKING 10 AM to 5 PM JUNE 1 TO SEPTEMBER 30 - starting at a point 317 feet west of the west curblines of Mark Lane, then west for a distance of 60 feet.

SCOTT DRIVE (TH 179/17) South Side - 30 MINUTE PARKING 9 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 506 feet west of the west curblines of Mark Lane, then west for a distance of 118 feet.

SCOTT DRIVE (TH 179/17) South Side - NO PARKING 10 AM to 5 PM JUNE 1 TO SEPTEMBER 30 - starting at a point 624 feet west of the west curblines of Mark Lane, then west for a distance of 928 feet.

ELMONT
Section 202-19

THIRD STREET (TH 222/17) West Side - NO PARKING SUNDAYS & HOLIDAYS - starting at the south curblines of Hoffman Avenue, south for a distance of 70 feet.

THIRD STREET (TH 222/17) West Side - NO PARKING SUNDAYS & HOLIDAYS - starting at the north curblines of Baylis Avenue, north for a distance of 105 feet.

LIDO BEACH
Section 202-2

REGENT DRIVE (TH 209/17) South Side - NO PARKING 9 AM - 6 PM MAY 15th - SEPT 30th - starting from the east curblines of Sands Court, east for a distance of 94 feet.

REGENT DRIVE (TH 209/17) South Side - NO PARKING 9 AM - 6 PM MAY 15th - SEPT 30th - starting at a point 114 feet east of east curblines of Sands Court, east, then south to the north curblines of Reynolds Drive.

MERRICK
Section 202-11

MADISON STREET (TH 231/17) East Side - TWO HOUR PARKING 7 AM to 4 PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS - starting at a point 35 feet south of the south curblines of Commonwealth Avenue, south for a distance of 62 feet.

NORTH BELLMORE
Section 202-15

BELLMORE ROAD (TH 409/16) East Side - NO PARKING 8 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 38 feet south of the apex of Bellmore Road and Oakfield Ave., then south for a distance of 54 feet.

OCEANSIDE
Section 202-13

MOUNT AVENUE (TH 205/17) East Side - NO PARKING MONDAY - FRIDAY 9 AM - 11 AM - starting at a point 296 feet south of the south curbline of Nassau Parkway, south for a distance of 20 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 forty-two of two thousand seventeen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN
Section 202-5

BROOKLYN AVENUE (TH 693/08) North Side - TWO HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 30 feet east of the east curbline of Pine St., east to a point 30 feet west of the west curbline of Grove St. (Adopted 4/14/09)

EAST ATLANTIC BEACH
Section 202-9

SCOTT DRIVE (TH 224/89) South Side - NO PARKING 10 A.M. TO 5 P.M. JUNE 1 TO SEPTEMBER 30 - starting at the west curbline of Mark Lane east, then south for a distance of 934 feet. (Adopted 8/22/89)

ELMONT
Section 202-19

THIRD STREET (TH 77/64) West Side - NO PARKING SUNDAY & HOLIDAYS - starting at the south curbline of Hoffman Avenue, south to Baylis Avenue (Adopted 5/19/64)

(NR) ISLAND PARK
Section 202-28

BROADWAY (TH 304/67) East Side - NO PARKING 10 PM TO 6 AM - from the south curbline of Georgia Avenue, south for a distance of 142 feet. (Adopted 8/15/67)

BROADWAY (TH 304/67) West Side - NO PARKING 10 PM TO 6 AM - from the south curbline of Georgia Avenue, south for a distance of 92 feet. (Adopted 8/15/67)

BROADWAY (TH 237/77) West Side - 30 MINUTE PARKING 6 AM - 10 PM - starting from the south curbline of Georgia Avenue, south for a distance of 94 feet. (Adopted 8/9/77)

BROADWAY (TH 150/98) East Side - 30 MINUTE PARKING 9 AM - 4 PM MONDAY TO FRIDAY - starting at the south curbline of Georgia Avenue, south for a distance of 62 feet. (Adopted 5/25/99)

BROADWAY (TH 150/98) East Side - NO PARKING 7 AM - 6 PM MONDAY TO FRIDAY - starting at a point 62 feet south of the south curbline of Georgia Avenue, south for a distance of 80 feet. (Adopted 5/25/99)

GEORGIA AVENUE (TH 237/77) South Side - 30 MINUTE PARKING 6 AM - 10 PM - starting from the east curbline of Austin Boulevard, east to the west curbline of Broadway. (Adopted 8/9/77)

GEORGIA AVENUE (TH 35/80) South Side - NO PARKING 8 AM - 5 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at the east curbline of Broadway, east for a distance of 128 feet. (Adopted 6/10/80)

NORTH BELLMORE
Section 202-15

BELLMORE ROAD (TH 409/16) East Side - NO PARKING
8 AM - 6 PM EXCEPT SATURDAYS, SUNDAYS &
HOLIDAYS - starting at a point 38 feet south of the apex of
Bellmore Road & Oakfield Ave., south for a distance of 86 feet.
(Adopted 11/29/16)

LIDO BEACH
Section 202-2

REGENT DRIVE (TH 51/76) West Side - NO PARKING 9 AM -
6 PM FROM MAY 15th THRU SEPTEMBER 30th - starting from
north curblineline of Reynolds Drive, north, following the curvature of
the roadway to the east curblineline of Sands Court.
(Adopted 4/13/76)

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. 54-2017, 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 August 8, 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. 54-2017, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 28

Case # 29728

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 8th day of August, 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 | BELLMORE AVENUE (TH 198/17) East Side - NO STOPPING ANYTIME - starting at the north curbline of Alice Avenue, north for a distance of 110 feet. |
| HEWLETT | FULTON STREET (TH 212/17) South Side - NO PARKING ANYTIME - starting at a point 13 feet opposite the northwest curbline of Nassau Street, east for a distance of 58 feet. |
| INWOOD | SHERIDAN BOULEVARD (TH 211/17) West Side - NO PARKING ANYTIME - starting at a point 137 feet, south of the south curbline of Nassau Ave., south for a distance of 640 feet. |
| MERRICK | MADISON STREET (TH 231/17) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Commonwealth Avenue, south for a distance of 25 feet. |
| NORTH BELLMORE | BELLMORE ROAD (TH 409/16) East Side - NO PARKING ANYTIME - starting at a point 92 feet south of the apex of Bellmore Rd. and Oakfield Ave., south for a distance of 32 feet.

BELLMORE AVENUE (TH 188/17) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Joel Drive, north for a distance of 35 feet.

BELLMORE AVENUE (TH 188/17) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Joel Drive, south for a distance of 40 feet. |
| UNIONDALE | GILROY AVENUE (TH 196/17) East Side - NO PARKING ANYTIME - starting at a point 270 feet north of the north curbline of Lindy Place, then north for a distance of 15 feet. |
| (NR) WESTBURY | MELLOW LANE (TH 232/17) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Merry Lane, north for a distance of 30 feet.

MELLOW LANE (TH 232/17) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Merry Lane, south for a distance of 30 feet. |

WOODMERE

CONKLIN AVENUE (TH 207/17) South Side - NO PARKING ANYTIME - starting from the east curbline of Broadway, east for a distance of 106 feet.

PENINSULA BOULEVARD (TH 126/16) South Side - NO STOPPING ANYTIME - starting at a point 289 feet west of the west curbline of Longacre Ave., west for a distance of 70 feet.

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

BELLMORE

BELLMORE AVENUE (TH 202/78) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Alice Avenue, north for a distance of 40 feet. (Adopted 10/30/79)

WOODMERE

CONKLIN AVENUE - South Side - NO PARKING - from the east curbline of Broadway, east to the west curb line of Yung Place. (Adopted 1/19/54)

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: July 11, 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 forty-three of two thousand seventeen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE	BELLMORE AVENUE (TH 198/17) East Side - NO STOPPING ANYTIME - starting at the north curbline of Alice Avenue, north for a distance of 110 feet.
HEWLETT	FULTON STREET (TH 212/17) South Side - NO PARKING ANYTIME - starting at a point 13 feet opposite the northwest curbline of Nassau Street, east for a distance of 58 feet.
INWOOD	SHERIDAN BOULEVARD (TH 211/17) West Side - NO PARKING ANYTIME - starting at a point 137 feet, south of the south curbline of Nassau Ave., south for a distance of 640 feet.
MERRICK	MADISON STREET (TH 231/17) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Commonwealth Avenue, south for a distance of 25 feet.
NORTH BELLMORE	BELLMORE ROAD (TH 409/16) East Side - NO PARKING ANYTIME - starting at a point 92 feet south of the apex of Bellmore Rd. and Oakfield Ave., south for a distance of 32 feet.
	BELLMORE AVENUE (TH 188/17) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Joel Drive, north for a distance of 35 feet.
	BELLMORE AVENUE (TH 188/17) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Joel Drive, south for a distance of 40 feet.
UNIONDALE	GILROY AVENUE (TH 196/17) East Side - NO PARKING ANYTIME - starting at a point 270 feet north of the north curbline of Lindy Place, then north for a distance of 15 feet.
(NR) WESTBURY	MELLOW LANE (TH 232/17) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Merry Lane, north for a distance of 30 feet.
	MELLOW LANE (TH 232/17) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Merry Lane, south for a distance of 30 feet.
WOODMERE	CONKLIN AVENUE (TH 207/17) South Side - NO PARKING ANYTIME - starting from the east curbline of Broadway, east for a distance of 106 feet.
	PENINSULA BOULEVARD (TH 126/16) South Side - NO STOPPING ANYTIME - starting at a point 289 feet west of the west curbline of Longacre Ave., west for a distance of 70 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 forty-three of two thousand seventeen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE

BELLMORE AVENUE (TH 202/78) East Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of Alice Avenue, north for a distance of 40 feet. (Adopted 10/30/79)

WOODMERE

CONKLIN AVENUE - South Side - NO PARKING - from the east curblineline of Broadway, east to the west curb line of Yung Place. (Adopted 1/19/54)

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. 55-2017, 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 August 8, 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. 55-2017, 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 # 29

Case # 29729

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 8th day of August, 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:

- | | |
|----------------------------|---|
| BELLMORE | LEGION STREET (TH 235/17) STOP - all traffic traveling eastbound on Harbor Lane shall come to a full stop. |
| | LEGION STREET (TH 235/17) STOP - all traffic traveling eastbound on William Court shall come to a full stop. |
| | LEGION STREET (TH 235/17) STOP - all traffic traveling eastbound on Navy Place shall come to a full stop. |
| EAST MEADOW | FRONT STREET (TH 210/17) STOP - all traffic traveling northbound on Atlas Court shall come to a full stop. |
| NORTH VALLEY STREAM | "G" STREET (TH 236/17) STOP - all traffic traveling southbound on Cutler Place shall come to a full stop. |
| OCEANSIDE | HARVEY AVENUE (TH 192/17) STOP - all traffic approaching eastbound on George Street shall come to a full stop. |
| WOODMERE | ISLAND AVENUE (TH 203/17) STOP - all traffic approaching eastbound on Glen Drive shall come to a full stop. |
| | ISLAND AVENUE (TH 203/17) STOP - all traffic approaching westbound on Glen 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: July 11, 2017
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

Town of Hempstead

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

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

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

BELLMORE

LEGION STREET (TH 235/17) STOP - all traffic traveling eastbound on Harbor Lane shall come to a full stop.

LEGION STREET (TH 235/17) STOP - all traffic traveling eastbound on William Court shall come to a full stop.

LEGION STREET (TH 235/17) STOP - all traffic traveling eastbound on Navy Place shall come to a full stop.

EAST MEADOW

FRONT STREET (TH 210/17) STOP - all traffic traveling northbound on Atlas Court shall come to a full stop.

NORTH VALLEY STREAM

"G" STREET (TH 236/17) STOP - all traffic traveling south bound on Cutler Place shall come to a full stop.

OCEANSIDE

HARVEY AVENUE (TH 192/17) STOP - all traffic approaching eastbound on George Street shall come to a full stop.

WOODMERE

ISLAND AVENUE (TH 203/17) STOP - all traffic approaching eastbound on Glen Drive shall come to a full stop.

ISLAND AVENUE (TH 203/17) STOP - all traffic approaching westbound on Glen 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 AND REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 56-2017, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on August 8, 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. 56-2017, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 30

Case # 29730

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number forty-five of two thousand seventeen is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

LIDO BEACH LAGOON DRIVE WEST (TH 194/17) East Side - NO PARKING 8 AM to 4 PM SCHOOL DAYS - starting at a point 112 feet north of a point opposite the north curblin of Ivy Lane, north for a distance of 240 feet.

Section 2. Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number forty-five of two thousand seventeen is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

LIDO BEACH LAGOON DRIVE WEST (TH 380/92) East Side - NO PARKING 8 AM to 4 PM SCHOOL DAYS - starting at a point 200 feet north of a point opposite the south curblin of Ivy Lane, north for a distance of 174 feet. (Adopted 8/24/93)

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

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND SECTION TWO HUNDRED TWO DASH FIFTY-SEVEN OF THE CODE OF THE TOWN OF HEMPSTEAD, ENTITLED "NO STOPPING ANYTIME - POLICE AND AUTHORIZED VEHICLES ONLY" AT A CERTAIN LOCATION OF FOREST AVENUE IN WOODMERE.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law to amend Section 202-57 of the Code of the Town of Hempstead that pertains to "No Stopping Anytime - Police and Authorized Vehicles Only" at a certain location of Forest Avenue in Woodmere; and

WHEREAS, Council has introduced a local law known as Intro. No. 58-2017, Print No. 1, as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 8th day of August, 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. 58-2017, Print No. 1, to amend section 202-57 of the Code of the Town of Hempstead that pertain to "No Stopping Anytime - Police and Authorized Vehicles Only" at a certain location Forest Avenue in Woodmere; and, BE IT FURTHER

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

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

AYES:

NOES:

Item # 31

Case # 22430

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 8th day of August, 2017, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Section 152-7.1 of Chapter 152 of the Code of the Town of Hempstead, in relation to the administration and regulation of the procedures of the Town Of Hempstead Animal Shelter and Control Division.

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
July 11, 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 Section 152-7.1 of Chapter 152 of the Code of the Town of Hempstead, in relation to the administration and regulation of the procedures of the Town of Hempstead Animal Shelter and Control Division

Introduced by:

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

Section 1. Sub-section 152-7.1 of Part V, Division 4 of the code of the town of Hempstead, as constituted by local law number sixty-one of nineteen hundred eighty-five, hereby is repealed and reenacted to read as follows:

Part v
Garbage, Refuse, and Nuisances

Division 4
Dogs and Cats

Chapter 152
Animal Shelter and Control Division

§152-7.1. Sterilization Required; Exemptions

§ 152-7.1 Sterilization required; exemptions.

The Town of Hempstead Animal Shelter shall not release a dog or cat to a person claiming ownership thereof unless such dog or cat has been sterilized by a licensed veterinarian; provided, however, that such requirement shall not apply:

A. If a licensed veterinarian certifies to such shelter that he or she has examined such dog or cat and found that because of a medical reason, the life of such dog or cat would be endangered by sterilization; provided, however, that such reason shall not consist solely of the youth of such dog or cat, if such dog or cat is at least eight weeks of age;

B. Dogs

a. If such dog, within the time period provided for by law, rule or regulation, is claimed by a person claiming ownership thereof, and such person demonstrates to the satisfaction of the shelter that such dog has a breed ring show record from the American Kennel Club or United Kennel Club or other similar registry association, dated no more than 12 months prior to the date such dog entered such shelter, or such person claiming ownership is able to provide proof

that such dog has successfully completed the requirements of the American Kennel Club or United Kennel Club or other similar registry association, for the title of Champion or its equivalent, at any time prior to the arrival of the dog at the shelter; or

- b. If, within the time period provided for by law, rule or regulation, the dog is claimed by a person claiming ownership thereof, and such person demonstrates to the satisfaction of the shelter that such dog is certified to provide the following services: guide dog, hearing dog, service dog, therapy dog, or law enforcement work dog; or
- c. If such dog is under the age of 12 months and is claimed by a person claiming ownership thereof and such person demonstrates to the satisfaction of the Commissioner that such dog is of a lineage of at least one parent animal that would qualify for exemption under (a) or (b) above; or

C. Cats

- a. If such cat within the time period provided for by law, rule or regulation, is claimed by a person claiming ownership thereof, and such person demonstrates to the satisfaction of such shelter that such cat has a breed show record from the Cat Fancier Association or other similar registry association dated no more than 12 months prior to the date such cat entered such shelter or such person claiming ownership is able to provide proof that such cat has successfully completed the requirements of the Cat Fancier Association or other similar registry association for the title of Champion, Grand Champion or its equivalent, at any time prior to the arrival of the cat at the shelter;
- b. If such cat is under the age of 12 months and is claimed by a person claiming ownership thereof and such person demonstrates to the satisfaction of the Commissioner that such cat is of a lineage of at least one parent animal that would qualify for exemption under (a) or (b) above.

Section 2: This local law shall become effective immediately upon filing with the secretary of state.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 8th day of August, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-57 of the Code of the Town of Hempstead that pertains to "No Stopping Anytime - Police and Authorized Vehicles Only" at a certain location of Forest Avenue in Woodmere, as stated as follows:

"O" - WOODMERE

FOREST AVENUE - N/C/L OF West Broadway,
north for a distance of 104 feet.
(TH-230/17)

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

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

Dated: Hempstead, New York
July 11, 2017

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash fifty-seven of the code of the town of Hempstead by the insertion of a location in relation to "No Stopping Anytime - Police and Authorized Vehicles Only" at a certain location of Forest Avenue in Woodmere.

Introduced by:

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

Section 1. Section two hundred two dash fifty-seven of the code of the town of Hempstead as constituted by local law number one of nineteen hundred sixty-nine, hereby is amended by the addition of a location that pertains to "No Stopping Anytime - Police and Authorized Vehicles Only" at a certain location of Forest Avenue in Woodmere, as stated as follows:

"O" - WOODMERE

FOREST AVENUE - N/C/L of West Broadway,
north for a distance of 104 feet.
(TH-230/17)

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

CASE NO. 21527

RESOLUTION NO.

Adopted:

Council 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 8th day of August, 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:

INWOOD

BAYVIEW AVENUE - north side, starting at a point 127 feet west of the west curblineline of Jeanette Avenue, west for 20 feet.
(TH-176/17)

LIDO BEACH

REGENT DRIVE - south side, starting at a point 94 feet east of the east curblineline of Sands Court, east for a distance of 20 feet.
(TH-209/17)

UNIONDALE

CLARENDON ROAD - west side, starting at a point 540 feet south of the south curblineline of Cedar Street, then south for a distance of 20 feet.
(TH-183/17)

Item #

33

Case #

21527

WEST HEMPSTEAD

MAPLEWOOD STREET - west side, starting at a point 319 feet north of the north curblineline of Fairlawn Avenue, north for of 20 feet.
(TH-189/17)

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

FRANKLIN SQUARE

LIBERTY PLACE - south side, starting at a point 69 feet east of the east curblineline of Jefferson Street, east for 20 feet.
(TH-48/14- 6/24/14) (TH-195/17)

LIDO BEACH

AUDREY DRIVE - east side, starting at a point 197 feet north of the north curblineline of Eva Drive, north for a distance of 20 feet.
(TH-347/94 - 3/14/95) (TH-191/17)

; 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 8th day of August, 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:

INWOOD

BAYVIEW AVENUE - north side, starting at a point 127 feet west of the west curblineline of Jeanette Avenue, west for 20 feet.
(TH-176/17)

LIDO BEACH

REGENT DRIVE - south side, starting at a point 94 feet east of the east curblineline of Sands Court, east for a distance of 20 feet.
(TH-209/17)

UNIONDALE

CLARENDON ROAD - west side, starting at a point 540 feet south of the south curblineline of Cedar Street, then south for a distance of 20 feet.
(TH-183/17)

WEST HEMPSTEAD

MAPLEWOOD STREET - west side, starting at a point 319 feet north of the north curblineline of Fairlawn Avenue, north for of 20 feet.
(TH-189/17)

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

FRANKLIN SQUARE

LIBERTY PLACE - south side, starting at a point 69 feet east of the east curbline of Jefferson Street, east for 20 feet.

(TH-48/14- 6/24/14) (TH-195/17)

LIDO BEACH

AUDREY DRIVE - east side, starting at a point 197 feet north of the north curbline of Eva Drive, north for a distance of 20 feet.

(TH-347/94 - 3/14/95) (TH-191/17)

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

Dated: Hempstead, New York
July 11, 2017

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

CASE NO. 10279

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION CALLING A PUBLIC HEARING TO
CONSIDER AUTHORIZING TOWN OF HEMPSTEAD
SANITARY DISTRICT NO. 6 TO SELL AT AUCTION
SURPLUS MACHINERY AND EQUIPMENT

WHEREAS, Town of Hempstead Sanitary District No. 6 is desirous of selling at auction certain surplus machinery and equipment, specifically a 2004 diesel powered International sanitation truck with a leach compactor body; and

WHEREAS, permission for same is required from the Town Board of the Town of Hempstead, subject to a public hearing:

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 8th day of August, 2017, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the proposed sale by Town of Hempstead Sanitary District No. 6 at auction of certain surplus machinery and equipment, specifically a 2004 diesel powered International sanitation truck with a leach compactor body; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by publication at least once in a newspaper of general circulation in the town not less than ten nor more than twenty days prior to the day specified for the hearing. The notice shall specify the time when and place where such hearing will be held, and shall describe the property proposed to be sold or leased and the proposed terms of the sale or lease; and be it further

RESOLVED, that the receipts from the sale of such property shall be paid to the Supervisor and credited to the District and may be expended for any purpose which would properly be charged against the entire District.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

10279

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 8th day of August 2017, at 10:30 o'clock in the forenoon of that day, to consider the proposed sale by Town of Hempstead Sanitary District No. 6 at auction of certain surplus machinery and equipment, specifically a 2004 diesel powered International sanitation truck with a leach compactor body.

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

Dated: Hempstead, New York
July 11 , 2017.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON APPLICATION
OF PENN COLLISION, INC. FOR SPECIAL EXCEPTION
(PUBLIC GARAGE) AT BALDWIN, NEW YORK.

ADOPTED:

offered the following resolution and moved its
adoption:

RESOLVED, that a public hearing be held August 8, 2017
at 10:30 o'clock in the forenoon of that day, in the town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Hempstead, New York, to consider the application of PENN
COLLISION INC. for a Special Exception to maintain a Public
Garage on a larger lot to utilize a portion of Parcel 2 for
the purpose of parking and storage of vehicles awaiting
repair in connection with its automotive repair shop on
Parcel 1 at the premises located on the s/si of Atlantic
Ave. 287.22' w/s of Yale Pl. in Baldwin , New York, and BE
IT

FURTHER RESOLVED, that the Town Clerk be and hereby is
directed to publish notice thereof once at least ten (10)
days prior to date of hearing in Long Island Business News.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 35
Case # 29135

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on August 8, 2017 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of PENN COLLISION, INC. to maintain a Public Garage on a larger lot to utilize a portion of Parcel 2 for the purpose of parking and storage of vehicles awaiting repair in connection with its automotive repair shop on Parcel 1 situated in Baldwin, New York:

An irregularly shaped parcel located on the s/si of Atlantic Ave. w/approx. frontage of 232.22' and depth of 161.93' on the e/si and width of 192.69' on the s/si an irregular depth of 174.94' on the w/si the overall parcel has area of 30,529.70' in Baldwin,, Town of Hempstead, County of Nassau, New York.

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

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

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

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Dated: July 11, 2017
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JUSTINE ANDERSON AS RECREATION SUPERVISOR, IN THE DEPARTMENT OF PARKS AND RECREATION, FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Justine Anderson has passed the examination for the position of Recreation Supervisor, Civil Service List No. 74-876, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Justine Anderson, now serving as Recreation Specialist (Aquatics), Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is appointed Recreation Supervisor, Competitive, Permanent, Grade 18, Step 4 (E), Salary Schedule C, \$66,133, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Heinpstead effective July 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: APPOINTMENT OF DAVID BIVONE AS
PUBLIC SAFETY OFFICER I, 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 David Bivone has passed the examination for the position of Public Safety Officer I, Civil Service List No. 64-978, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that David Bivone, now serving as Security Aide, in the Department of Public Safety, be and hereby is appointed Public Safety Officer I, Competitive, Permanent, Grade 14, Step 1 (B), Salary Schedule C \$51,906, from the civil service list, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead effective July 10, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF AMY CAIN AS
VETERINARY TECHNICIAN, IN THE
DEPARTMENT OF GENERAL SERVICES,
ANIMAL SHELTER AND CONTROL DIVISION,
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 Amy Cain has passed the examination for the position Veterinary Technician, Civil Service List No. 67-879, and is eligible for appointment thereto, NOW, THEREFORE BE IT

RESOLVED, that Amy Cain, now serving as Veterinary Technician, Competitive, Provisional, in the Department of General Services, Animal Shelter and Control Division, be and hereby is appointed Veterinary Technician, Competitive, Permanent, 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 July 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 PHILIP CARBONE JR., MAINTENANCE PAINTER CREW CHIEF, 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 Philip Carbone Jr., Maintenance Painter Crew Chief, in the Department of General Services, Buildings and Grounds Division, be and hereby is increased to \$89,022, Ungraded, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective July 12, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF FRANK DEPANO AS PARK SUPERVISOR I, IN THE DEPARTMENT OF PARKS AND RECREATION, FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Frank Depano has passed the examination for the position of Park Supervisor I, Civil Service List No. 63-014, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Frank Depano, now serving as Park Crew Chief, in the Department of Parks and Recreation, be and hereby is appointed Park Supervisor I, Competitive, Permanent, Grade 18, Step 13 (N), Salary Schedule C \$100,731, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective July 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: APPOINTMENT OF CHRISTOPHER KELLY AS
PUBLIC SAFETY OFFICER I, 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 Christopher Kelly has passed the examination for the position of Public Safety Officer I, Civil Service List No. 64-978, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Christopher Kelly be and hereby is appointed Public Safety Officer I, Competitive, Permanent, Grade 14, Start Step (A), Salary Schedule D, \$47,625, in the Department of Public Safety, from the civil service list, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead effective July 10, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR DEBORAH
LAROSA, CLERK LABORER, IN THE
DEPARTMENT OF INFORMATION AND
TECHNOLOGY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Deborah Larosa, Clerk Laborer, in the Department of Information and Technology, be and hereby is increased to Grade 9, Step 9 (J), Salary Schedule C, \$66,346, by the Commissioner of the Department of Information and Technology and ratified by the Town Board of the Town of Hempstead effective July 12, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR WILLIAM
MALONE, EQUIPMENT CREW CHIEF, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for William Malone, Equipment Crew Chief, in the Department of Sanitation, be and hereby is increased to \$96,774, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective July 12, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MILDRED MENENDEZ AS
ADMINISTRATIVE ASSISTANT, IN THE
OFFICE OF THE TOWN COMPTROLLER,
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 Mildred Menendez has passed the examination for the position of Administrative Assistant,
Civil Service List No. 75-358, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Mildred Menendez, now serving as Clerk IV, Competitive,
Permanent, in the Office of the Town Comptroller, be and hereby is appointed Administrative Assistant,
Competitive, Permanent, Grade 20, Step 11 (L), Salary Schedule C, \$99,586, from the civil service list,
by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective
July 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 JACQUELINE
METZGER, COMMUNITY RESEARCH
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 Jacqueline Metzger, Community
Research Assistant, in the Department of Parks and Recreation, be and hereby is increased to \$82,500,
Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town
Board of the Town of Hempstead effective July 12, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LOUIS MINASI AS
AUDITOR I, IN THE OFFICE OF THE TOWN
COMPTROLLER, 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 Louis Minasi has passed the examination for the position of Auditor I, Civil Service List No. 74-968, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Louis Minasi, now serving as Auditing Assistant, Competitive, Permanent, in the Office of the Town Comptroller, be and hereby is appointed Auditor I, Competitive, Permanent, Grade 18, Step 11 (L), Salary Schedule C, \$92,878, from the civil service list, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective July 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: APPOINTMENT OF WINNIFRED MINOTT AS PERSONNEL CLERK, IN THE CIVIL SERVICE COMMISSION, 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 Winnifred Minott has passed the examination for the position of Personnel Clerk, Civil Service List No. 70-776, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Winnifred Minott, now serving as Office Services Assistant, Competitive, Permanent, in the the Civil Service Commission, be and hereby is appointed Personnel Clerk, Competitive, Permanent, Grade 14, Step 8 (I), Salary Schedule C, \$75,387, from the civil service list, by the Executive Director of the Civil Service Commission and ratified by the Town Board of the Town of Hempstead effective July 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: APPOINTMENT OF ANTHONY PRIMIANO AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF PARKS AND RECREATION.

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

RESOLVED, that Anthony Primiano, now serving as Laborer II, in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 12 (M), Salary Schedule C, \$82,546, 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 July 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: APPOINTMENT OF ELLEN RAMIREZ AS
CLERK IV, 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 Ellen Ramirez has passed the examination for the position of Clerk IV, Civil Service List No. 60-500, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Ellen Ramirez, now serving as Office Services Assistant, in the Department of Buildings, be and hereby is appointed Clerk IV, Competitive, Permanent, Grade 17, Step 3 (D), Salary Schedule C \$61,702, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective July 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: APPOINTMENT OF RICHARD RAMOS AS
DEPUTY TOWN COMPTROLLER, IN THE
OFFICE OF THE TOWN COMPTROLLER.

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

RESOLVED, that Richard Ramos be and hereby is appointed as Deputy
Town Comptroller, in the Office of the Town Comptroller, Exempt, Ungraded, at an annual salary
of \$95,000, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead
effective July 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: REASSIGNMENT OF LOUIS RIDLEY-FISHER,
LABORER I, FROM THE DEPARTMENT OF
GENERAL SERVICES, TRAFFIC CONTROL
DIVISION TO THE DEPARTMENT OF
GENERAL SERVICES, CEMETERIES DIVISION.

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

RESOLVED, that Louis Ridley-Fisher, Laborer I, be and hereby is
reassigned from the Department of General Services, Traffic Control Division to the Department of
General Services, Cemeteries Division, with no change in salary, by the Commissioner of
the Department of General Services and ratified by the Town Board of the Town of Hempstead,
effective June 21, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JEFFREY SIEGEL AS
VETERINARIAN, IN THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER AND
CONTROL DIVISION, 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 Jeffrey Siegel has passed the examination for the position Veterinarian, Civil Service List No. 67-903, and is eligible for appointment thereto, NOW, THEREFORE BE IT

RESOLVED, that Jeffrey Siegel, now serving as Veterinarian, Competitive, Provisional, in the Department of General Services, Animal Shelter and Control Division, be and hereby is appointed Veterinarian, Competitive, Permanent, 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 July 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: APPOINTMENT OF KIMBERLY SMYTH AS
VETERINARY TECHNICIAN, IN THE
DEPARTMENT OF GENERAL SERVICES,
ANIMAL SHELTER AND CONTROL DIVISION,
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 Kimberly Smyth has passed the examination for the position Veterinary Technician, Civil Service List No. 67-879, and is eligible for appointment thereto, NOW, THEREFORE BE IT

RESOLVED, that Kimberly Smyth, now serving as Veterinary Technician, Competitive, Provisional, in the Department of General Services, Animal Shelter and Control Division, be and hereby is appointed Veterinary Technician, Competitive, Permanent, 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 July 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 SHARON
SWEENEY, MESSENGER, IN THE DEPARTMENT
OF HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Sharon Sweeny, Messenger, in the Department of Highway, be and hereby is increased to \$84,500, Ungraded, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective July 12, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MICHAEL
ZAPPOLO, COMMISSIONER, DEPARTMENT OF
PARKS AND RECREATION, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Michael Zappolo, Commissioner,
Department of Parks and Recreation, in the Department of Parks and Recreation, be and hereby is
increased to \$154,237, Ungraded, by the Supervisor of the Town of Hempstead and ratified by the Town
Board of the Town of Hempstead effective July 12, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR DENNIS ZIZZO,
PARK SUPERVISOR 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 Zizzo, Park Supervisor I, in the Department of Parks and Recreation, be and hereby is increased to Grade 18, Step 10 (K), Salary Schedule C, \$88,943, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective July 12, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE
RECEPTIONIST, IN THE DEPARTMENT OF
ENGINEERING.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Engineering,
is amended to abolish the position of Receptionist, as requested by the Commissioner of
the Department of Engineering effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE ASSISTANT
AUTOMOTIVE SHOP SUPERVISOR, IN THE
DEPARTMENT OF PARKS AND RECREATION.

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

RESOLVED, that the budget in the Department of Parks and
Recreation, is amended to abolish the position of Assistant Automotive Shop Supervisor, as requested
by the Commissioner of the Department of Parks and Recreation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SHOP FOREMAN, IN THE DEPARTMENT OF
WATER.

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

RESOLVED, that the budget in the Department of Water, is amended
to abolish the position of Automotive Shop Foreman, as requested by the Commissioner of the
Department of Water effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MAINTENANCE COORDINATOR, IN THE
DEPARTMENT OF WATER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Water, is
amended to abolish the position of Automotive Maintenance Coordinator, as requested by the
Commissioner of the Department of Water effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SERVICE WORKER, IN THE DEPARTMENT OF
WATER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Water, is
amended to abolish the position of Automotive Service Worker, as requested by the Commissioner
of the Department of Water effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE DIESEL
MECHANIC I, IN THE DEPARTMENT OF
WATER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Water, is amended to abolish the position of Diesel Mechanic I, as requested by the Commissioner of the Department of Water effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE
MAINTENANCE MECHANIC I, IN THE
DEPARTMENT OF WATER.

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

RESOLVED, that the budget in the Department of Water, is
amended to abolish the position of Maintenance Mechanic I, as requested by the Commissioner of
the Department of Water effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
BODY REPAIR CREW CHIEF, IN THE
DEPARTMENT OF SANITATION.

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 Automotive Body Repair Crew Chief, as requested by the Commissioner of the Department of Sanitation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE
PHOTOGRAPHIC SPECIALIST I, IN THE
DEPARTMENT OF SENIOR ENRICHMENT.

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

RESOLVED, that the budget in the Department of Senior Enrichment,
is amended to abolish the position of Photographic Specialist I, as requested by the Commissioner of
the Department of Senior Enrichment effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that the budget in the Department of Parks and
Recreation, is amended to abolish the position of Automotive Mechanic I, as requested by the
Commissioner of the Department of Parks and Recreation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE DIESEL
MECHANIC II, IN THE DEPARTMENT OF
SANITATION.

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 II, as requested by the Commissioner of
the Department of Sanitation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE DIESEL
MECHANIC I, IN THE DEPARTMENT OF
SANITATION.

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, as requested by the Commissioner of
the Department of Sanitation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SERVICE WORKER, IN THE DEPARTMENT OF
SANITATION.

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 Automotive Service Worker, as requested by the Commissioner
of the Department of Sanitation effective April 5, 2017..

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC I, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

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

RESOLVED, that the budget in the Department of Conservation and
Waterways is amended to abolish the position of Automotive Mechanic I, as requested by the
Commissioner of the Department of Conservation and Waterways effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC II, IN THE DEPARTMENT OF
SANITATION.

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 Automotive Mechanic II, as requested by the Commissioner of the Department of Sanitation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC I, IN THE DEPARTMENT OF
SANITATION.

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 Automotive Mechanic I, as requested by the Commissioner of the Department of Sanitation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC I, IN THE DEPARTMENT OF
WATER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Water, is
amended to abolish the position of Automotive Mechanic I, as requested by the Commissioner of the
Department of Water effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC I, IN THE DEPARTMENT OF
HIGHWAY.

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

RESOLVED, that the budget in the Department of Highway, is
amended to abolish the position of Automotive Mechanic I, as requested by the Commissioner of the
Department of Highway effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SHOP FOREMAN, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

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

RESOLVED, that the budget in the Department of Conservation and
Waterways is amended to abolish the position of Automotive Shop Foreman, as requested by the
Commissioner of the Department of Conservation and Waterways effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SHOP SUPERVISOR, IN THE DEPARTMENT
OF CONSERVATION AND WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Conservation and
Waterways is amended to abolish the position of Automotive Shop Supervisor, as requested by the
Commissioner of the Department of Conservation and Waterways effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC II, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Conservation and
Waterways is amended to abolish the position of Automotive Mechanic II, as requested by the
Commissioner of the Department of Conservation and Waterways effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE SECURITY
AIDE, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department Conservation and
Waterways is amended to abolish the position of Security Aide, as requested by the Commissioner of
the Department of Conservation and Waterways effective March 28, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SHOP SUPERVISOR, IN THE DEPARTMENT
OF SANITATION.

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 Automotive Shop Supervisor, as requested by the Commissioner
of the Department of Sanitation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SHOP SUPERVISOR, IN THE DEPARTMENT
OF HIGHWAY.

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

RESOLVED, that the budget in the Department of Highway, is
amended to abolish the position of Automotive Shop Supervisor, as requested by the Commissioner
of the Department of Highway effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC II, IN THE DEPARTMENT OF
HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Highway, is amended to abolish the position of Automotive Mechanic II, as requested by the Commissioner of the Department of Highway effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
MECHANIC II, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that the budget in the Department of Parks and
Recreation, is amended to abolish the position of Automotive Mechanic II, as requested by the
Commissioner of the Department of Parks and Recreation effective April 5, 2017.

A YES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE DIESEL
MECHANIC II, IN THE DEPARTMENT OF
HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Highway, is
amended to abolish the position of Diesel Mechanic II, as requested by the Commissioner of the
Department of Highway effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE DIESEL
MECHANIC I, IN THE DEPARTMENT OF
HIGHWAY.

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

RESOLVED, that the budget in the Department of Highway, is
amended to abolish the position of Diesel Mechanic I, as requested by the Commissioner of the
Department of Highway effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SHOP FOREMAN, IN THE DEPARTMENT OF
GENERAL SERVICES, TRAFFIC CONTROL
DIVISION.

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

RESOLVED, that the budget in the Department of General Services,
Traffic Control Division is amended to abolish the position of Automotive Shop Foreman, as
requested by the Commissioner of the Department of General Services effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SHOP FOREMAN, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that the budget in the Department of Parks and
Recreation, is amended to abolish the position of Automotive Shop Foreman, as requested by the
Commissioner of the Department of Parks and Recreation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SERVICE WORKER, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that the budget in the Department of Parks and
Recreation, is amended to abolish the position of Automotive Service Worker, as requested by the
Commissioner of the Department of Parks and Recreation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE DIESEL
MECHANIC II, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that the budget in the Department of Parks and
Recreation, is amended to abolish the position of Diesel Mechanic II, as requested by the
Commissioner of the Department of Parks and Recreation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE DIESEL
MECHANIC I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the budget in the Department of Parks and
Recreation, is amended to abolish the position of Diesel Mechanic I, as requested by the
Commissioner of the Department of Parks and Recreation effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: ABOLISHMENT OF THE TITLE AUTOMOTIVE
SERVICE WORKER, IN THE DEPARTMENT OF
HIGHWAY.

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

RESOLVED, that the budget in the Department of Highway, is
amended to abolish the position of Automotive Service Worker, as requested by the Commissioner
of the Department of Highway effective April 5, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPROVAL FROM CIVIL SERVICE
COMMISSION FOR THE TITLE
COUNSEL TO THE RECEIVER OF
TAXES, EXEMPT, FOR STEPHEN
BROWN.

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

RESOLVED, that Stephen Brown, now serving as Counsel to the Receiver of Taxes, in the Office of the Receiver of Taxes, Pending Jurisdictional Classification/Exempt, be and hereby is appointed as Counsel to the Receiver of Taxes, Exempt, per approval from The New York State Civil Service Commission, with no change in salary, effective March 14, 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: