
In the Matter of Application

Of

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

Against

Jessica Briks
132 Surrey Drive
New Rochelle, New York 10804

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 That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following: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 **54**, Block **433** and lot number (s) **23**, 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 **August 8, 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 TWO STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF LINCOLN STREET, 360 FEET WEST OF MADISON STREET, BALDWIN, N.Y. 11510, A/K/A 635 LINCOLN STREET, BALDWIN, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF LINCOLN STREET, 360 FEET WEST OF MADISON STREET, SECTION 54, BLOCK 433, AND LOT(S) 23, AKA 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," all parties in interest were advised of the existing condition of the structures located on the said captioned premises and;

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling, located on the North side of Lincoln Street, 360 feet West of Madison Street, Section 54, Block 433 and Lot (s) 23, A/K/A 635 Lincoln Street, Baldwin, 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:

In the Matter of Application

Of

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

Against

Cheryl Perl
7350 Kinghurst Drive, Apt 205
Delray Beach, Florida 33446

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 39, Block 74 and lot number (s) 284, 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 **August 8, 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 TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE WEST SIDE OF NOEL AVENUE, 129 FEET NORTH OF HARRIS AVENUE, HEWLETT, N.Y. 11557, A/K/A 1348 NOEL AVENUE, HEWLETT, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE WEST SIDE OF NOEL AVENUE, 129 FEET NORTH OF HARRIS AVENUE, SECTION 39, BLOCK 74, AND LOT(S) 284, AKA 1348 NOEL AVENUE, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling with attached garage, located on the West side of Noel Avenue, 129 feet North of Harris Avenue, Section 39, Block 74 and Lot (s) 284, A/K/A 1348 Noel Avenue, Hewlett, 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:

In the Matter of Application

Of

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

Against

**Joan Cottman AKA Joan M. Cottman
110 Taylor Avenue
Roosevelt, New York 11575**

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 **55**, Block **410** and lot number (s) **39**, 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 **August 8, 2017**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF TAYLOR AVENUE, 663 FEET EAST OF LONG BEACH AVENUE, ROOSEVELT, N.Y. 11575, A/K/A 110 TAYLOR AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF TAYLOR AVENUE, 663 FEET EAST OF LONG BEACH AVENUE, SECTION 55, BLOCK 410, AND LOT(S) 39, AKA 110 TAYLOR AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one and one half story wood frame one family dwelling with two car detached garage, located on the North side of Taylor Avenue, 663 feet East of Long Beach Avenue, Section 55, Block 410 and Lot (s) 39, A/K/A 110 Taylor Avenue, Roosevelt, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 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 curbline 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 curbline 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 curbline 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 curbline 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 curbline 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 curbline 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 curbline 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 curbline 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 curbline of Sands Court, east, then south to the north curbline 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 curbline of Commonwealth Avenue, south for a distance of 62 feet.

Case no. 29727

<p>NORTH BELLMORE Section 202-15</p>	<p>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.</p>
<p>OCEANSIDE Section 202-13</p>	<p>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.</p>

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

<p>BALDWIN Section 202-5</p>	<p>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)</p>
<p>EAST ATLANTIC BEACH Section 202-9</p>	<p>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)</p>
<p>ELMONT Section 202-19</p>	<p>THIRD STREET (TH 77/64) West Side - NO PARKING SUNDAY & HOLIDAYS - starting at the south curbline of Hoffinan Avenue, south to Baylis Avenue (Adopted 5/19/64)</p>
<p>(NR) ISLAND PARK Section 202-28</p>	<p>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)</p> <p>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)</p> <p>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)</p> <p>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)</p> <p>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)</p> <p>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)</p> <p>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)</p>

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

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. |

Case No. 29728

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

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

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO
Supervisor

Nasrin G. Ahmad
Town Clerk

Case No. 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 197-13 of the code of the Town of Hempstead to INCLUDE "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 curbline of Ivy Lane, north for a distance of 240 feet.

ALSO, to REPEAL from Section 197-13 "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 curbline of Ivy Lane, north for a distance of 174 feet. (Adopted 8/24/93)

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: July 11, 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. 29730

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

Case No. 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

Case No. 17434

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: Councilwoman Goosby

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 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:

Case No. 21527

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)

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

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 six cylinder diesel powered International sanitation truck with a leach 20 yard compactor body and 119,627 miles; a 2004 six cylinder diesel powered International sanitation truck with a leach 20 yard compactor body and 112,000 miles; and a 2005 six cylinder diesel powered International sanitation truck with a leach 20 yard compactor body and 114,180 miles.

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

ANTHONY J. SANTINO
Supervisor

NASRIN G. AHMAD
Town Clerk

Case No. 10279

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.

Case # 29735

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE IVY FOUNDATION OF SUFFOLK/NASSAU COUNTIES, INC. TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-11, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT AUGUST 12, 2017. (RAINDATE AUGUST 26, 2017)

WHEREAS, the Ivy Foundation of Suffolk/Nassau Counties, c/o Sheliese Massey, P.O. Box 7106, Hicksville, New York 11802 has requested to use Town of Hempstead Parking Field BA-11, Baldwin, New York for the purpose of holding an Event August 12, 2017. (Raindate August 26, 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 Ivy Foundation of Suffolk/Nassau Counties, Inc., c/o Sheliese Massey, P.O. Box 7106, Hicksville, New York 11802 to use Town of Hempstead Parking Field BA-11, Baldwin, New York for the purpose of holding an Event August 12, 2017 (Raindate August 26, 2017); and

BE IT FURTHER

RESOLVED, and that in conducting said activity the Ivy Foundation of Suffolk/Nassau Counties, Inc. 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

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE CHAMBER OF COMMERCE OF THE BELLMORES TO USE TOWN OF HEMPSTEAD PARKING FIELDS B-2, B-3, B-6, B-7, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL BELLMORE FAMILY STREET FESTIVAL SEPTEMBER 14 TO SEPTEMBER 17, 2017. (RAINDATE OCTOBER 12 TO OCTOBER 15, 2017)

WHEREAS, the Chamber of Commerce of the Bellmores, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 Attention: Richard M. Bivone, President, has requested to use Town of Hempstead Parking Fields B-2, B-3, B-6, B-7, Bellmore, New York for the purpose of holding the Annual Bellmore Family Street Festival September 14 to September 17, 2017 (Raindate October 12 to October 15, 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 Chamber of Commerce of the Bellmores, c/o RMB Drafting Services, 308 East Meadow Avenue, East Meadow, New York 11554 Attention: Richard M. Bivone, President, to use Town of Hempstead Parking Fields B-2, B-3, B-6, B-7, Bellmore, New York for the purpose of holding the Annual Bellmore Family Street Festival September 14 to September 17, 2017 (Raindate October 12 to October 15, 2017); and

BE IT FURTHER, RESOLVED, that the grant of permission herein is SUBJECT TO AND CONDITIONED UPON the applicant's compliance with chapter 105-3 of the Hempstead Town Code (including, if amusement rides are to be used at the Special Event, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance); and

BE IT FURTHER, RESOLVED, that failure of the applicant herein to comply with chapter 105-3 of the Hempstead Town Code (and, if amusement rides are to be used at the Special Event, of the Board of Zoning Appeals to issue any required special permit prior to the date of the Special Event approved herein) shall render this approval NULL AND VOID; and

Item #

Case #

1
20915

BE IT FURTHER RESOLVED, that SUBJECT TO the issuance of the special permit required above, amusement rides will be set up after 8:00 p.m. on September 13, 2017 and October 11, 2017 and removed by 6:00 a.m. on September 18, 2017 and October 16, 2017 and that in conducting said activity the Chamber of Commerce of the Bellmores 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:

CASE NO.

RESOLUTION NO.

Adopted

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE PLENITUD DE VIDA CHRISTIAN CENTER, ELMONT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD E-1, ELMONT, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT AUGUST 26, 2017.

WHEREAS, the Plenitud De Vida Christian Center, c/o Julio Pichardo, Pastor, 1326 Hempstead Turnpike, Elmont, New York 11003 has requested permission to use Town of Hempstead Parking Field E-1, Elmont, New York for the purpose of holding an Event August 26, 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 Plenitud De Vida Christian Center, c/o Julio Pichardo, Pastor, 1326 Hempstead Turnpike, Elmont, New York 11003 to use Town of Hempstead Parking Field E-1, Elmont, New York to hold an Event August 26, 2017; and

BE IT FURTHER

RESOLVED, that in conducting said activity, the Plenitud De Vida Christian 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 #

1
20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING
PERMISSION GRANTED TO THE CHRIST
ASSEMBLY OF GOD, INC., TO USE TOWN
OF HEMPSTEAD PARKING FIELD FS-5, FRANKLIN
SQUARE, NEW YORK FOR THE PURPOSE OF
HOLDING AN EVENT AUGUST 5, 2017.

WHEREAS, the Christ Assembly of God, Inc., 47 Pacific Avenue, Franklin Square, New York 11596 c/o Rev. George P. Chacko had requested to use Town of Hempstead Parking Field FS-5, Franklin Square, New York for the purpose of holding an Event August 5, 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 Christ Assembly of God, Inc., 47 Pacific Avenue, Franklin Square, New York 11596 c/o Rev. George P. Chacko to use Town of Hempstead Parking Field FS-5, Franklin Square, New York for the purpose of holding an Event August 5, 2017 is hereby ratified and confirmed; and

BE IT FURTHER

RESOLVED, that in conducting this activity, the Christ Assembly of God, Inc. complied with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE SPANISH CHURCH OF GOD OF PROPHECY OF WESTBURY, WESTBURY, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-1, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT AUGUST 3 THROUGH AUGUST 5, 2017.

WHEREAS, The Spanish Church of God of Prophecy of Westbury, 25A Post Avenue, Westbury, New York 11590 Attention: Rene Morales, Pastor had requested to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding an Event August 3 through August 5, 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 Spanish Church of God of Prophecy of Westbury, 25A Post Avenue, Westbury, New York 11590 Attention: Rene Morales, Pastor to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding an Event August 3 through August 5, 2017 is hereby ratified and confirmed; and

BE IT FURTHER

RESOLVED, that in conducting this activity, The Spanish Church of God of Prophecy of Westbury 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 # _____

Case # 20915

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF
SEWANHAKA HIGH SCHOOL FOR A PARADE PERMIT FOR A
PARADE HELD IN FLORAL PARK, NEW YORK, ON OCTOBER 07,
2017. RAIN DATE: OCTOBER 14, 2017.

WHEREAS, Daisy Amaris of Floral Park, New York, Director Of Student
Activities of the Sewanhaka High School, New York has filed an application with
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be
held in Floral Park, New York, on October 07, 2017, Rain Date: October 14,
2017, from 12:00 PM 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 Daisy Amaris, Director
Of Student Activities of the Sewanhaka High School, 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

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF VALLEY
STREAM NORTH HIGH SCHOOL FOR A PARADE PERMIT FOR A
PARADE HELD IN FRANKLIN SQUARE, NEW YORK, ON
SEPTEMBER 16, 2017.**

WHEREAS, Karen Ehrlich of Franklin Sq, New York, Coucil Advisor of the Valley Stream North High School, 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 September 16, 2017 from 11:30 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 Karen Ehrlich, Coucil Advisor of the Valley Stream North High School, 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

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF SOUTH NASSAU COMMUNITIES HOSPITAL FOR A PARADE PERMIT FOR A K-RUN HELD IN OCEANSIDE, NEW YORK, ON OCTOBER 22, 2017.

WHEREAS, Gail Carlin of Oceanside, New York, Director of the South Nassau Communities Hospital, 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 Oceanside, New York, on October 22, 2017 from 9:00 AM to 3:00 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 Gail Carlin, Director of the South Nassau Communities Hospital, 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

CASE NO. 25843

RESOLUTION NO.
ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF OUR LADY
OF PEACE PRAYER GROUP FOR A PARADE PERMIT FOR A
PROCESSION HELD IN POINT LOOKOUT, NEW YORK, ON
AUGUST 15, 2017.

WHEREAS, Florence Abbruzzese of Lynbrook, New York, Church
Director of the Our Lady of Peace Prayer group, 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 Point Lookout, New York, on August 15, 2017 from
6:00 PM to 7:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Florence Abbruzzese,
Church Director of the Our Lady of Peace Prayer group, 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

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF MARIA REGINA RESPECT LIFE COMMITTEE FOR A PARADE PERMIT FOR A PROCESSION HELD IN SEAFORD, NEW YORK, ON AUGUST 22, 2017.

WHEREAS, Irene Cassillo of Massapequa, New York, Coordinator of the Maria Regina Respect Life Committee, 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 Seaford, New York, on August 22, 2017 from 7:45 PM to 8:45 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 Irene Cassillo, Coordinator of the Maria Regina Respect Life Committee, 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

CASE NO. 25843

RESOLUTION NO.
ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF WANTAGH FOURTH OF JULY
ASSOCIATION FOR A PARADE PERMIT FOR A PARADE HELD IN
WANTAGH, NEW YORK, ON JULY 04, 2017.

WHEREAS, Frederick Parola of Wantagh, New York, 2Nd Vice President
Of Committee of the Wantagh Fourth of July Association, 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 Wantagh, New York, on July 04, 2017 from 10:00 AM
to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of
Frederick Parola, 2Nd Vice President Of Committee of the Wantagh Fourth of July
Association, 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

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF WEST
HEMPSTEAD UFSD FOR A PARADE PERMIT FOR A
PARADE HELD IN W HEMPSTEAD, NEW YORK, ON SEPTEMBER
16, 2017.

WHEREAS, Linda Ragin of W Hempstead, New York, Counselor Parade
Coordinator of the West Hempstead UFSD, 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 September 16, 2017 from 10:30 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 of the aforesaid application of Linda Ragin,
Counselor Parade Coordinator of the West Hempstead UFSD, 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

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF ADAMS STREET, 240 FEET EAST OF GRAND BOULEVARD. SEC 54, BLOCK 392, AND LOT (S) 2416-2419, A/K/A 941 ADAMS STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on December 14, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) one foot by two foot (1' x 2') exterior holes boarded with one half inch (1/2") four (4) ply plywood, one (1) one foot by four foot (1' x 4') exterior hole boarded with one half inch (1/2") four (4) ply plywood, one (1) two foot by two foot (2' x 2') exterior hole boarded with one half inch (1/2") four (4) ply plywood, seventy five square feet (75') of tar paper installed to prevent water damage, have thirteen and one third (13 1/3) square feet of tex one hundred eleven (111) boarded to sheet outside of house and bring flush to siding to prevent further damage, sixty feet (60') of tex one hundred eleven (111) boarded to sheet outside of house and bring flush to siding to prevent further damage, have three (3) four foot by eight foot (4' x 8') sheets of tex one hundred eleven (111) painted to match siding of house, have one hundred forty eight feet (148') 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 941 Adams Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,352.98, the cost associated with the emergency services provided at 941 Adams Street, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,452.98 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF HAYES STREET, 202 FEET EAST OF MILBURN AVENUE SOUTH. SEC 54, BLOCK 377, AND LOT (S) 1512-1514, A/K/A 1035 HAYES 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 1035 Hayes Street, Baldwin, New York; and

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

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

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

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

WHEREAS, on October 25, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty inch by eighty four inch (40" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by eighty two inch (38" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty two inch (40" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty eight inch (40" x 88") door secured with one half inch (1/2") four (4) ply plywood and install four (4) lock and hasps, located at 1035 Hayes Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$583.02, the cost associated with the emergency services provided at 1035 Hayes 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 \$683.02 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #
NOES:

3

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF JEFFERSON STREET, 241 FEET EAST OF MILBURN AVENUE. SEC 54, BLOCK 374, AND LOT (S) 1281-1282 & 2283, A/K/A 1031 JEFFERSON 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 1031 Jefferson Street, Baldwin, 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 22, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps and install one (1) lock, located at 1031 Jefferson 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 1031 Jefferson 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

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF STANTON AVENUE AND WALES PLACE. SEC 36, BLOCK 395, AND LOT (S) 282-283, A/K/A 648 STANTON AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 648 Stanton Avenue, Baldwin, 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 April 8, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty five inch by eighty one inch (35" x 81") HUD style door boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty six inch by eighty three inch (36" x 83") door secured with one half inch (1/2") four (4) ply plywood, located at 648 Stanton Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 648 Stanton Avenue, Baldwin, New York

WHEREAS, an additional charge of \$250.00 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 \$430.00 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

C 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF EDWARDS STREET, 100 FEET EAST OF WINONA ROAD. SEC 54, BLOCK 477, AND LOT (S) 258-261, A/K/A 593 EDWARDS 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 593 Edwards Street, Baldwin, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 5, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty two inch by forty eight inch (32" x 48") window boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty seven inch by forty eight inch (27" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty six inch by forty eight inch (36" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by forty inch (24" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by forty inch (36" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty one inch (34" x 81") door secured with one half inch (1/2") four (4) ply plywood, two (2) thirty five inch by thirty nine inch (35" x 39") windows boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty nine inch by eighty one inch (39" x 81") door secured with one half inch (1/2") four (4) ply plywood, located at 593 Edwards Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$413.98, the cost associated with the emergency services provided at 593 Edwards Street, Baldwin, New York

WHEREAS, an additional charge of \$250.00 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 \$663.98 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Roll call # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH INGROUND SWIMMING POOL, LOCATED ON THE NORTH SIDE OF CRAMER COURT, 146 FEET WEST OF BROOKSIDE AVENUE. SEC 36, BLOCK 523, AND LOT (S) 70, A/K/A 1109 CRAMER COURT, 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 1109 Cramer Court, 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 February 4, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group have four (4) workers take one (1) day using eight (8) hours per day of general labor hours, three (3) workers take two (2) days using eight (8) hours per day of general labor hours, haul away fourteen (14) yards of cubic debris including liner, diving board, pool cover, pool equipment, tiles, plywood, and two (2) sections of old fence and garbage around pool area, haul away thirty nine (39) cubic yards of concrete, use one hundred seventy (170) yards to fill in swimming pool hole and have sixteen feet (16') of six foot (6') high stockade fence installed where old rotted fence was taken down for access to backyard, located at 1109 Cramer Court, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$9,394.00, the cost associated with the emergency services provided at 1109 Cramer Court, 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 \$9,494.00 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:

Rem #

3

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTHEAST CORNER OF BELL COURT AND HEWLETT LANE. SEC 63, BLOCK 160, AND LOT (S) 32-35, A/K/A 2 BELL COURT, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2 Bell Court, Bellmore, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 1, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have three (3) forty eight inch by fifty three inch (48" x 53") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, three (3) twenty inch by thirty two inch (20" x 32") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, four (4) twenty two inch by fifty two inch (22" x 52") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty six inch by fifty two inch (26" x 52") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, two (2) forty four inch by fifty two inch (44" x 52") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty two inch by fifty five inch (52" x 55") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty six inch by forty one inch (26" x 41") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by fifty three inch (37" x 53") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty one inch by thirty three inch (21" x 33") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty three inch by sixty eight inch (53" x 68") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty four inch (40" x 84") HUD style door boarded with one half inch (1/2") four (4) ply plywood, two (1) thirty four inch by eighty two inch (34" x 82") doors secured with one half inch (1/2") four (4) ply plywood and one (1) sixty three inch by eighty inch (63" x 80") door secured with one half inch (1/2") four (4) ply plywood, located at 2 Bell Court, Bellmore;

WHEREAS, on March 23, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open and re-secure one (1) door, located at 2 Bell Court, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,518.99, the cost associated with the emergency services provided at 2 Bell Court, Bellmore, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,618.99 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:

Item # 3
YES: _____
NOES: 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY CONCRETE FRAME PUBLIC GARAGE, LOCATED ON THE NORTH SIDE OF PENINSULA BOULEVARD, 50 FEET EAST OF OAKLAND AVENUE. SEC 39, BLOCK 277, AND LOT (S) 126-127 (131 A&B), A/K/A 568-570 PENINSULA BOULEVARD, CEDARHURST, 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 568-570 Peninsula Boulevard, Cedarhurst, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on September 21, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open one (1) door for building inspector and engineer for asbestos inspection report and re-secure, located at 568-570 Peninsula Boulevard, Cedarhurst;

WHEREAS, on March 7, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to seventy eight feet (78') 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 568-570 Peninsula Boulevard, Cedarhurst;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,272.00, the cost associated with the emergency services provided at 568-570 Peninsula Boulevard, Cedarhurst, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,472.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF NORTH JERUSALEM ROAD, 141 FEET EAST OF BERFOND PLACE. SEC 51, BLOCK 526, AND LOT (S) 22, A/K/A 2903 NORTH JERUSALEM ROAD, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2903 North Jerusalem Road, East Meadow, 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 5, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) seventeen inch by thirty four inch (17" x 34") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by seventy two inch (24" x 72") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by eighty two inch (38" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty nine and one half inch by sixty four inch (39 1/2" x 64") window boarded with one half inch (1/2") four (4) ply plywood and install two (2) lock and hasps , located at 2903 North Jerusalem Road, East Meadow;

WHEREAS, on March 11, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to re-secure hasps on one (1) door, located at 2903 North Jerusalem Road, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$512.81 the cost associated with the emergency services provided at 2903 North Jerusalem Road, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$612.81 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF NORTH BOULEVARD, 60 FEET EAST OF EAST AVENUE. SEC 42, BLOCK 24, AND LOT (S) 7, A/K/A 3 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 3 North Boulevard, East Rockaway, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on February 27, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty four inch by seventy three inch (34" x 73") door secured with one half inch (1/2") four (4) ply plywood, located at 3 North Boulevard, East Rockaway;

WHEREAS, on March 9, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty nine inch by eighty two inch (39" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by seventy eight inch (35" x 78") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty two inch by eighty seven inch (32" x 87") door secured with one half inch (1/2") four (4) ply plywood, located at 3 North Boulevard, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$373.60, the cost associated with the emergency services provided at 3 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 \$473.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #
NOES:

3

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF WALDORF AVENUE, 223 FEET NORTH OF BLACKSTONE STREET. SEC 32, BLOCK 429, AND LOT (S) 46-49, A/K/A 70 WALDORF AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 70 Waldorf Avenue, Elmont, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 21, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty inch by eighty four inch (40" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty four inch (36" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by sixty four inch (36" x 64") window boarded with one half inch (1/2") four (4) ply plywood, install one (1) lock and hasp and install two (2) locks, located at 70 Waldorf Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$404.26, the cost associated with the emergency services provided at 70 Waldorf Avenue, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$504.26 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF CAMERON STREET, 302 FEET SOUTH OF E STREET. SEC 32, BLOCK 546, AND LOT (S) 119, A/K/A 544 CAMERON STREET, ELMONT, TOWN OF HEMPSTEAD, 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 544 Cameron Street, Elmont, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on November 17, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) two foot by three foot (2' x 3') window boarded with one half inch (1/2") four (4) ply plywood and install one (1) lock and chain, located at 544 Cameron Street, Elmont;

WHEREAS, on March 6, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one hundred fifty feet (150') 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 544 Cameron Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,350.00, the cost associated with the emergency services provided at 544 Cameron Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,450.00 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 #
NOES:

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF FIELDMERE STREET, 897 FEET SOUTH OF HEMPSTEAD TURNPIKE. SEC 32, BLOCK 406, AND LOT (S) 442, A/K/A 118 FIELDMERE STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 118 Fieldmere Street, Elmont, New York; and

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

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

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

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

WHEREAS, on February 14, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install one (1) lock and hasp, have one (1) thirty eight inch by thirty seven inch (38" x 37") window boarded with one half inch (1/2") four (4) ply plywood and one (1) eight foot by seven foot (8' x 7') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one halfinch (1/2") four (4) ply plywood, located at 118 Fieldmere Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$290.83, the cost associated with the emergency services provided at 118 Fieldmere Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$390.83 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN UNSAFE TWO STORY RELIGIOUS USE BUILDING, LOCATED ON THE EAST SIDE OF ELMONT ROAD, 155 FEET NORTH OF VILLAGE AVENUE. SEC 32, BLOCK 666, AND LOT (S) 22, A/K/A 525 ELMONT ROAD, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 525 Elmont Road, Elmont, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on January 17, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) six foot (6') high by fifty feet (50') long framed barricade door wall built with one half inch (1/2") four (4) ply plywood and two inch by four inch by eight foot (2" x 4" x 8') studs around dilapidated church steps, located at 525 Elmont Road, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,575.00, the cost associated with the emergency services provided at 525 Elmont Road, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,775.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF HOFFMAN AVENUE, 40 FEET EAST OF 5TH STREET. SEC 32, BLOCK 411, AND LOT (S) 2, A/K/A 2282 HOFFMAN AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2282 Hoffman Avenue, Elmont, 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 29, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty six inch by eighty two inch (36" x 82") door secured with one half inch (1/2") four (4) ply plywood, four (4) thirty six inch by thirty six inch (36" x 36") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by fifty four inch (38" x 54") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by forty three inch (36" x 43") window boarded with one half inch (1/2") four (4) ply plywood and have one hundred sixty feet (160') 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 2282 Hoffman Avenue, Elmont;

WHEREAS, on February 15, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open and re-secure fence for asbestos testing, located at 2282 Hoffman Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,680.80, the cost associated with the emergency services provided at 2282 Hoffman Avenue, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,780.80 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

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF HAMILTON AVENUE, 39 FEET SOUTH OF CENTRE STREET. SEC 39, BLOCK 101, AND LOT (S) 35-36, A/K/A 357 HAMILTON AVENUE, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 357 Hamilton Avenue, Hewlett, 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 December 5, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) thirty inch by sixty one inch (31" x 61") windows boarded with one half inch (1/2") four (4) ply plywood, install two (2) lock and have one (1) thirty one inch by eighty two inch (31" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 357 Hamilton Avenue, Hewlett;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$209.82, the cost associated with the emergency services provided at 357 Hamilton Avenue, Hewlett, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$309.82 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: 3

Item # _____

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF ALEMEDA STREET, 100 FEET SOUTH OF BAYVIEW AVENUE. SEC 40, BLOCK 158, AND LOT (S) 388, A/K/A 26 ALEMEDA STREET, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 26 Alemeda Street, Inwood, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on January 16, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install six (6) lock and hasps, have one (1) thirty six inch by thirty eight inch (36" x 38") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by sixty seven inch (48" x 67") window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty eight inch by fifty eight inch (58" x 58") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by forty four inch (41" x 44") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by fifty eight inch (34" x 58") window boarded with one half inch (1/2") four (4) ply plywood, have one hundred (100) linear feet 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 four inch by sixty inch (34" x 60") window boarded with one half inch (1/2") four (4) ply plywood, located at 26 Alemeda Street, Inwood;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,137.86, the cost associated with the emergency services provided at 26 Alemeda Street, Inwood, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,237.86 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 #
NOES:

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY BRICK FRAME COMMERCIAL BUILDING, LOCATED ON THE NORTHWEST CORNER OF SHERIDAN BOULEVARD AND CYPRESS ROAD. SEC 40, BLOCK 138, AND LOT (S) 379-386 & 410-411, A/K/A 203 SHERIDAN BOULEVARD, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 203 Sheridan Boulevard, Inwood, 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 5, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) twelve foot three inch (12' 3") by eighteen foot (18') HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood using fifteen (15) two inch by four inch by eight foot (2" x 4" x 8') studs for framing, located at 203 Sheridan Boulevard, Inwood;

WHEREAS, on January 23, 2017, 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, located at 203 Sheridan Boulevard, Inwood;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,758.40, the cost associated with the emergency services provided at 203 Sheridan Boulevard, Inwood, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,958.40 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

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE EAST SIDE OF LORING ROAD, 372 FEET NORTH OF HAVEN LANE. SEC 51, BLOCK 139, AND LOT (S) 27, A/K/A 363 LORING ROAD, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 363 Loring Road, Levittown, 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 April 1, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps and install one (1) lock, located at 363 Loring Road, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 363 Loring Road, Levittown, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF SHELTER LANE, 495 FEET SOUTH OF SALEM LANE. SEC 51, BLOCK 112, AND LOT (S) 10, A/K/A 179 SHELTER LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 179 Shelter Lane, Levittown, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 21, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) six inch by twenty inch (6" x 20") soffit fixed, located at 179 Shelter Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 179 Shelter Lane, Levittown, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF ALEXIS ROAD AND CLUBHOUSE ROAD. SEC 62, BLOCK 219, AND LOT (S) 8, A/K/A 1710 ALEXIS ROAD, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on April 2, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) locks and check eleven (11) windows, located at 1710 Alexis Road, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1710 Alexis Road, Merrick, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF KENNY AVENUE, 438 FEET SOUTH OF MERRICK ROAD. SEC 63, BLOCK 132, AND LOT (S) 29, A/K/A 2627 KENNY AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2627 Kenny Avenue, Merrick, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on October 31, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have three (3) twenty inch by twenty eight inch (20" x 28") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) forty eight inch by fifty inch (48" x 50") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty six inch by fifty three inch (26" x 53") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by sixty inch (34" x 60") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by thirty five inch (24" x 35") window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty three inch by eighty two inch (53" x 82") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty one inch by twenty seven inch (21" x 27") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by forty inch (28" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by fifty seven inch (36" x 57") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by forty six inch (35" x 46") window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty three inch by sixty eight inch (53" x 68") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by eighty two inch (32" x 82") door secured with one half inch (1/2") four (4) ply plywood and install two (2) lock and hasps, located at 2627 Kenny Avenue, Merrick;

WHEREAS, on December 2, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty nine inch by eighty four inch (39" x 84") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 2627 Kenny Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$947.12, the cost associated with the emergency services provided at 2627 Kenny Avenue, Merrick, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,047.12 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:

Item #AYES: 3
 NOES: 6542
 Case # _____

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF GEORGE STREET, 201 FEET WEST OF HARVEY AVENUE. SEC 54, BLOCK T, AND LOT (S) 11-12, A/K/A 266 GEORGE 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 266 George Street, Oceanside, 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 23, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty four inch by eighty two inch (34" x 82") door secured with one half inch (1/2") four (4) ply plywood, install four (4) lock and hasps, stud and frame three (3) basement stairs, and have one (1) forty eight inch by ninety six inch (48" x 96") basement stair boarded, located at 266 George Street, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$459.85, the cost associated with the emergency services provided at 266 George 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 \$559.85 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF JACKSON AVENUE, 345 FEET EAST OF YORKTOWN STREET. SEC 54, BLOCK 535, AND LOT (S) 72-73, A/K/A 431 JACKSON AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 431 Jackson Avenue, Oceanside, 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 27, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install two (2) lock and hasps, secure one (1) door brace with two (2) forty eight inch (48") studs and secure one (1) brace railing with two (2) studs, located at 431 Jackson Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 431 Jackson Avenue, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF ELLISON AVENUE, 109 FEET NORTH OF PLEASANT AVENUE. SEC 55, BLOCK 335, AND LOT (S) 339, A/K/A 145 ELLISON 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 145 Ellison Avenue, Roosevelt, 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 April 7, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install one (1) lock and have one (1) forty seven inch by eighty four inch (47" x 84") door secured with one half inch (1/2") four (4) ply plywood, located at 145 Ellison Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 145 Ellison Avenue, Roosevelt, New York

WHEREAS, an additional charge of \$250.00 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 \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY MASONRY FRAME FORMER AMERICAN LEGION HALL, LOCATED ON THE NORTHWEST CORNER OF ATLANTIC AVENUE AND TERRELL AVENUE. SEC 38, BLOCK 400, AND LOT (S) 476, A/K/A NO # ATLANTIC AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on January 24, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to re-secure one (1) thirty eight inch by eighty inch (38" x 80") door, located at No # Atlantic Avenue, Oceanside;

WHEREAS, on February 13, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install one (1) lock and chain, located at No # Atlantic Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$360.00, the cost associated with the emergency services provided at No # Atlantic Avenue, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$560.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF LEE STREET, 123 FEET WEST OF NASSAU ROAD. SEC 55, BLOCK 430, AND LOT (S) 134, A/K/A 15 LEE STEET, 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 15 Lee Street, Roosevelt, 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 April 5, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) forty four inch by eighty four inch (44" x 84") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty one inch by eighty inch (31" x 80") HUD style barricade door wall built with two inch by four inch by seven foot (2" x 4" x 7') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 15 Lee Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 15 Lee Street, Roosevelt, New York

WHEREAS, an additional charge of \$250.00 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 \$430.00 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

Clerk

6540

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF MIRIN AVENUE, 85 FEET WEST OF ASTOR PLACE. SEC 55, BLOCK 472, AND LOT (S) 116, A/K/A 116 MIRIN 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 116 Mirin Avenue, Roosevelt, 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 29, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to re-secure one (1) boarded up door, located at 116 Mirin Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 116 Mirin Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTHEAST CORNER OF STEVENS STREET AND BROOK AVENUE. SEC 55, BLOCK 314, AND LOT (S) 163-164, A/K/A 100 STEVENS STREET, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 100 Stevens Street, Roosevelt, New York; and

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

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

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

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

WHEREAS, on November 22, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to remove all contents and debris inside detached garage equaling forty (40) yards and dismantle and remove detached garage to slab equaling fifty (50) yards, located at 100 Stevens Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$5,400.00, the cost associated with the emergency services provided at 100 Stevens Street, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$5,500.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF EAST ROOSEVELT AVENUE, 100 FEET WEST OF ROSE AVENUE. SEC 55, BLOCK 437, AND LOT (S) 222, A/K/A 97 EAST ROOSEVELT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 97 East Roosevelt Avenue, Roosevelt, 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 have five (5) thirty five inch by fifty two inch (35" x 52") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty six inch by forty inch (26" x 40") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by thirty eight inch (30" x 38") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) one hundred foot by one hundred foot (100' x 100') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty four inch (36" x 84") door secured with one half inch (1/2") four (4) ply plywood, install two (2) lock and chains, have one (1) twenty foot by thirty foot (20' x 30') medium duty tarp supplied and installed, one (1) eight foot by twenty four foot (8' x 24') roof hole framed and sheeted with support columns and cross braces and have two (2) workers use two (2) hours cleaning roof, located at 97 East Roosevelt Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,541.58, the cost associated with the emergency services provided at 97 East Roosevelt Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,641.58 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

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF OLIVE BOULEVARD, 320 FEET WEST OF SEMINATTO STREET. SEC 36, BLOCK 206, AND LOT (S) 134-136, A/K/A 515 OLIVE BOULEVARD, SOUTH HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 515 Olive Boulevard, South 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 October 17, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have five (5) twenty inch by thirty three inch (20" x 33") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) seventy two inch by ninety one inch (72" x 91") window boarded with one half inch (1/2") four (4) ply plywood, three (3) four foot by five foot (4' x 5') HUD style windows boarded with one half inch (1/2") four (4) ply plywood, three (3) thirty six inch by fifty one inch (36" x 51") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, three (1) nineteen inch by fifty inch (19" x 50") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by forty eight inch (35" x 48") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by forty eight inch (37" x 48") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) nineteen inch by thirty one inch (19" x 31") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty one inch by thirty four inch (21" x 34") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) three foot by four foot (3' x 4') HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty five inch (39" x 85") door secured with one half inch (1/2") four (4) ply plywood, one (1) seventy eight inch by ninety inch (78" x 90") sliding glass door secured with one half inch (1/2") four (4) ply plywood, two (2) thirty three inch by eighty one inch (33" x 81") HUD style doors boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty three inch (40" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood and one (1) seven foot by eight foot (7' x 8') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, located at 515 Olive Boulevard, South Hempstead;

WHEREAS, on January 19, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty six inch by eighty one inch (36" x 81") door secured with one half inch (1/2") four (4) ply plywood, located at 515 Olive Boulevard, South Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,470.46, the cost associated with the emergency services provided at 515 Olive Boulevard, South Hempstead, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,570.46 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 3

NOES:

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF EMERSON PLACE, 407 FEET NORTH OF HENRY STREET. SEC 50, BLOCK 110, AND LOT (S) 14, A/K/A 384 EMERSON PLACE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 384 Emerson Place, Uniondale, 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 28, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) thirty eight inch by fifty three inch (38" x 53") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by eighty two inch (32" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty five inch by thirty nine inch (25" x 39") HUD style window boarded with one half inch (1/2") four (4) ply plywood, three (3) thirty five inch by fifty three inch (35" x 53") HUD style windows boarded with one half inch (1/2") four (4) ply plywood and one (1) forty inch by fifty two inch (40" x 52") HUD style window boarded with one half inch (1/2") four (4) ply plywood , located at 384 Emerson Place, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$509.05, the cost associated with the emergency services provided at 384 Emerson Place, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$609.05 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 #

NOES:
Case: 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF HENRY STREET, 100 FEET WEST OF EMERSON STREET. SEC 50, BLOCK 118, AND LOT (S) 462-466, A/K/A 784 HENRY STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 784 Henry Street, Uniondale, 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 28, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) fifty six inch by seventy inch (56" x 70") HUD style window boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty one inch by thirty three inch (21" x 33") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, four (4) thirty three inch by fifty six inch (33" x 56") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty six inch by thirty eight inch (26" x 38") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty six inch by forty three inch (26" x 43") HUD style window boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty eight inch by eighty two inch (38" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood, located at 784 Henry Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$728.82, the cost associated with the emergency services provided at 784 Henry Street, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$828.82 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

NOES: 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF NOSTRAND AVENUE, 55 FEET SOUTH OF NEW STREET. SEC 50, BLOCK 362, AND LOT (S) 2, A/K/A 799 NOSTRAND AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 799 Nostrand Avenue, Uniondale, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 3, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty five inch by eighty three inch (35" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) sixteen inch by thirty five inch (16" x 35") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twelve inch by twelve inch (12" x 12") board over hole and one (1) twelve inch by thirty five inch (12" x 35") board over hole, located at 799 Nostrand Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 799 Nostrand Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

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

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF SOUTHERN PARKWAY, 126 FEET EAST OF FULLERTON AVENUE. SEC 36, BLOCK 138, AND LOT (S) 6, A/K/A 534 SOUTHERN PARKWAY, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 534 Southern Parkway, Uniondale, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 29, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty four inch by eighty one inch (34" x 81") HUD style door boarded with one half inch (1/2") four (4) ply plywood, located at 534 Southern Parkway, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 534 Southern Parkway, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

C 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF GILROY AVENUE, 60 FEET NORTH OF LINDY PLACE. SEC 50, BLOCK 31, AND LOT (S) 228, A/K/A 78 GILROY AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 78 Gilroy Avenue, Uniondale, 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 27, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) twenty four inch by thirty six inch (24" x 36") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by eighty two inch (38" x 82") door secured with one half inch (1/2") four (4) ply plywood, four (4) twenty four inch by forty eight inch (24" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, three (3) eighteen inch by thirty nine inch (18" x 39") windows boarded with one half inch (1/2") four (4) ply plywood, five (5) thirty six inch by fifty six inch (36" x 56") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty two inch (34" x 82") door secured with one half inch (1/2") four (4) ply plywood and one (1) eight inch by thirty four inch (8" x 34") window boarded with one half inch (1/2") four (4) ply plywood, located at 78 Gilroy Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$515.65, the cost associated with the emergency services provided at 78 Gilroy Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$615.65 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 # _____
NOES: _____
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF GREENGROVE AVENUE, 543 FEET NORTH OF BRAXTON STREET. SEC 34, BLOCK 471, AND LOT (S) 574-575, A/K/A 153 GREENGROVE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on February 23, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have five (5) fourteen inch by thirty one inch (14" x 31") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by sixty inch (37" x 60") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty five inch by forty eight inch (35" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, three (3) thirty one inch by forty eight inch (31" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty three inch by thirty five inch (23" x 35") window boarded with one half inch (1/2") four (4) ply plywood, one twenty seven inch by thirty eight inch (27" x 38") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by seventy eight inch (48" x 78") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by eighty four inch (37" x 84") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty three inch by eighty two inch (33" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 153 Greengrove Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$521.96, the cost associated with the emergency services provided at 153 Greengrove Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$621.96 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

C. # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF DUCKPOND DRIVE NORTH, 2069 FEET WEST OF DRAGON LANE. SEC 51, BLOCK 425, AND LOT (S) 6, A/K/A 154 DUCKPOND DRIVE NORTH, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 154 Duckpond Drive North, Wantagh, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 25, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install four (4) lock and hasps, located at 154 Duckpond Drive North, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$288.00, the cost associated with the emergency services provided at 154 Duckpond Drive North, Wantagh, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$388.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF BROOKLYN AVENUE, 360 FEET NORTH OF HEMPSTEAD TURNPIKE. SEC 35, BLOCK 615, AND LOT (S) 66-68, A/K/A 37 BROOKLYN 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 37 Brooklyn Avenue, West 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 (1) thirty eight inch by eighty four inch (38" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by seventy nine inch (39" x 79") door secured with one half inch (1/2") four (4) ply plywood, one (1) seventy one inch by eighty inch (71" x 80") door secured with one half inch (1/2") four (4) ply plywood, install two (2) lock and hasps, have one (1) thirty five inch by eighty eight inch (35" x 88") door secured with one half inch (1/2") four (4) ply plywood and have two (2) two inch by four inch (2" x 4") support columns installed for bracing of support beam where wall was removed, located at 37 Brooklyn Avenue, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$528.08, the cost associated with the emergency services provided at 37 Brooklyn 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 \$628.08 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 # 6582

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 AND ABOVE GROUND SWIMMING POOL, LOCATED ON THE WEST SIDE OF CLEVELAND STREET, 180 FEET SOUTH OF EAGLE AVENUE. SEC 35, BLOCK 429, AND LOT (S) 403, A/K/A 822 CLEVELAND STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 822 Cleveland Street, West 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 24, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) eighteen foot by eighteen foot (18' x 18') above ground swimming pool removed and have two (2) yards of debris removed, located at 822 Cleveland Street, 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 822 Cleveland Street, West Hempstead, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

3

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF MARLBOROUGH ROAD, 300 FEET SOUTH OF TRINITY PLACE. SEC 34, BLOCK 312, AND LOT (S) 117, A/K/A 96 MARLBOROUGH ROAD, 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 96 Marlborough Road, West Hempstead, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 16, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) fifty six inch by sixty seven inch (56" x 67") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, two (2) fifty seven inch by seventy two inch (57" x 72") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, two (2) fifty six inch by seventy one inch (56" x 71") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by thirty seven inch (37" x 37") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by fifty seven inch (34" x 57") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by forty eight inch (48" x 48") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by ninety six inch (48" x 96") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty four inch (39" x 84") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty two inch (33" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty five inch by eighty three inch (35" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood, located at 96 Marlborough Road, West Hempstead;

WHEREAS, on March 20, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have open and re-secure one (1) thirty three inch by eighty two inch (33" x 82") door, located at 96 Marlborough Road, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,528.86, the cost associated with the emergency services provided at 96 Marlborough Road, 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 \$1,628.86 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 #

NOES: 0542
Case #

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) 4-15, 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 30, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two hundred feet (200') of six foot (6') high fence installed with one and five eighth inch (1 5/8") pole and number nine (9) gauge wire top and bottom, located at 45 Brower Avenue, Woodmere;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,800.00, 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 \$2,900.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES: 3

NOES: 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF MAYFIELD ROAD, 230 FEET WEST OF WESTWOOD ROAD. SEC 39, BLOCK 124, AND LOT (S) 81, A/K/A 930 MAYFIELD ROAD, 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 930 Mayfield Road, Woodmere, New York; and

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

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

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

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

WHEREAS, on April 4, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have twenty five (25) twenty four inch by forty eight inch (24" x 48") soffits boarded, three (3) twenty four inch by twenty four inch (24" x 24") roof holes boarded with one half inch (1/2") four (4) ply plywood and remove one (1) hanging gutter, located at 930 Mayfield Road, Woodmere;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$678.40, the cost associated with the emergency services provided at 930 Mayfield Road, 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 \$778.40 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
C. 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH INGROUND SWIMMING POOL, LOCATED ON THE NORTH SIDE OF CRAMER COURT, 146 FEET WEST OF BROOKSIDE AVENUE. SEC 36, BLOCK 523, AND LOT(S) 70, A/K/A 1109 CRAMER COURT, 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 unsafe structure located at 1109 Cramer Court, Baldwin, Town of Hempstead, New York; and

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

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1109 Cramer Court, Baldwin; and

WHEREAS, on November 10, 2016, H2M Architects & Engineers performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$388.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$388.50, the cost associated with such services provided regarding 1109 Cramer Court, 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 \$488.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

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

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

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 1440-2016 adopted October 5, 2016; and

WHEREAS, the services of Environmental Management Services Inc., at 23-24 Sound Street #1, Astoria, New York 11105, and the costs incurred by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 183-2015; and

WHEREAS, on March 3, 2017, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make a visual inspection to verify asbestos abatement was performed, located at 28 North Boulevard, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,140.00, 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 \$1,240.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

4

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE 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 demolish and remove the unsafe structures located at 28 North Boulevard, East Rockaway, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of L and G Ruggiero Inc. at 702 Cord Avenue, Lindenhurst, New York, 11757, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 182-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to demolish and remove an unsafe one story wood frame one family dwelling with detached garage, located at 28 North Boulevard, East Rockaway; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$30,653.00, 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 \$30,753.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

4
6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF HOFFMAN AVENUE, 40 FEET EAST OF 5TH STREET. SEC 32, BLOCK 411, AND LOT(S) 2, A/K/A 2282 HOFFMAN AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 2282 Hoffman Avenue, Elmont, Town of Hempstead, New York; and

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

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 2282 Hoffman Avenue, Elmont; and

WHEREAS, on November 10, 2016, H2M Architects & Engineers performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$514.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$514.50, the cost associated with such services provided regarding 2282 Hoffman Avenue, Elmont, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$614.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF ALLERS BOULEVARD, 530 FEET WEST OF HANSOM PLACE. SEC 55, BLOCK 330, AND LOT(S) 55, A/K/A 64 ALLERS BOULEVARD, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

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

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 1153-2016 adopted September 6, 2016; and

WHEREAS, the services of Environmental Management Services Inc., at 23-24 Sound Street #1, Astoria, New York 11105, and the costs incurred by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 183-2015; and

WHEREAS, on April 10, 2017, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make a visual inspection to verify asbestos abatement was performed, located at 64 Allers Boulevard, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,010.00, the cost associated with the emergency services provided at 64 Allers Boulevard, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,110.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

4

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE SOUTH SIDE OF ALLERS BOULEVARD. SEC 55, BLOCK 330, AND LOT (S) 55, A/K/A 64 ALLERS BOULEVARD, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of L and G Ruggiero Inc. at 702 Cord Avenue, Lindenhurst, New York, 11757, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 182-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to demolish and remove an unsafe one story wood frame one family dwelling, located at 64 Allers Boulevard, Roosevelt; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$21,990.00, the cost associated with the emergency services provided at 64 Allers Boulevard, Roosevelt, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$22,090.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

4
6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO THE DEMOLITION AND REMOVAL OF AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF ALLERS BOULEVARD, 530 FEET WEST OF HANSOM PLACE. SEC 55, BLOCK 330, AND LOT (S) 55, A/K/A 64 ALLERS BOULEVARD, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

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

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structures under Town Board Resolution No. 1153-2016 adopted September 6, 2016; and

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

WHEREAS, on April 10, 2017, the Commissioner of the Department of Buildings directed Unitech Services Group, Inc. to perform an asbestos abatement on the unsafe structure, located at 64 Allers Boulevard, Roosevelt; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$38,600.00, the cost associated with the emergency services provided at 64 Allers Boulevard, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$38,700.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

4

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING IMMEDIATE EMERGENCY ACTION POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO A FLEA INFESTATION AT AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHEAST CORNER OF POWERS AVENUE AND BENITO STREET. SEC 50, BLOCK 156, AND LOT (S) 1, A/K/A 1663 POWERS AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to remove fleas, located at 1663 Powers Avenue, East Meadow, Town of Hempstead, New York; and

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

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

WHEREAS, the only informal bid received was submitted by A&C Pest Management Corp., 392 East Meadow Avenue, East Meadow New York 11554 for \$1,350.00; and

WHEREAS, on September 8, 2016, the Commissioner of the Department of Buildings directed A&C Pest Management Corp. to immediately remove fleas located at 1663 Powers Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,350.00, the cost associated with the emergency services provided at 1663 Powers Avenue, East Meadow;

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County of Nassau, the Nassau County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,450.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question in the same manner as other taxes are levied and assessed against the premises at 1663 Powers Avenue, East Meadow, New York, and be it further:

RESOLVED, that upon receipt of all appropriate supporting documentation, A&C Pest Management Corp., 392 East Meadow Avenue, New York 11554 be reimbursed in the amount of \$1,350.00, for services actually provided as described herein, to be paid out of Building Department Account, Unsafe Buildings account number 030-002-3620-4300.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 5

Case # 6542

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH EAC, INC., AUTHORIZING A GRANT FOR YOUTH SERVICES.

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

WHEREAS, EAC, INC., having its principal office at 50 Clinton Street, Suite 107, Hempstead, NY 11550, 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 EAC, 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 EAC, INC., the sum of TEN THOUSAND EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) 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 # 6

Case # 13584

CONTRACT FOR PERSONAL SERVICES

By and Between

TOWN OF HEMPSTEAD

and

Education And Assistance Corporation, INC (EAC)

AGREEMENT made the _____ day of _____, 2017, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the EAC, INC. (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Clinton Street, Suite 107, Hempstead, NY 11550.

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 EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) 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 50 Clinton Street, Suite 107, Hempstead, NY 11550, 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 EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) 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:

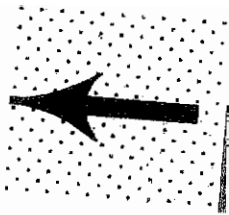
- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered 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



Education And Assistance Corporation, INC.

By: Tania Peterson Chandler
TANIA PETERSON CHANDLER
VP OF OPERATIONS

APPROVED
By: [Signature] Date: 6-28-17
[Signature] 7/5/17
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE: 5/30/17
Katrina R. Brooks
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED
[Signature]
DIRECTOR OF PURCHASING

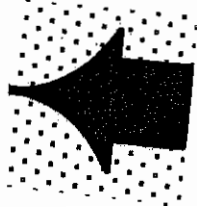
Doc. No. 16-081

Cheryl Petri
7/7/17

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE: 6/27/17

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

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



Notary Public

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

On this 18 day of May, 2017 before me personally came Tara Peterson Chandler to me known, who being by me duly sworn did depose and say that (s) he resides at Queen, NY; that (s)he is the Executive Director of Education And Assistance Corporation, 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 (s)he signed his/her name thereto by like order.

BERNADETTE A KEHLMANN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01 KE6339742
Qualified in Nassau County
My Commission Expires 04-04-2020

Bern Kehlmann
Notary Public

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH ROOSEVELT COMMUNITY REVITALIZATION GROUP, INC., & CHOICE FOR ALL INC., FOR A GRANT FOR SERVICES TO YOUTH IN THE UNINCORPORATED AREA OF ROOSEVELT, NEW YORK.

WHEREAS, ROOSEVELT COMMUNITY REVITALIZATION GROUP, INC., & CHOICE FOR ALL INC., having a principal office at 59 Babylon Turnpike – P.O. Box 263, Roosevelt, New York 11575-0263 and Choice For All Inc., having the same address, has for a number of years conducted a variety of programs that benefit the youth of the Roosevelt area; and

WHEREAS, ROOSEVELT COMMUNITY REVITALIZATION GROUP, INC., & CHOICE FOR ALL INC., is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year June 1, 2017 through June 31, 2018, in the unincorporated community of Roosevelt; 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 enter into a contract between the Town of Hempstead and ROOSEVELT COMMUNITY REVITALIZATION GROUP, INC., & CHOICE FOR ALL INC., providing for a grant not to exceed the amount of FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS to be used in its 2017 youth program;

BE IT FURTHER RESOLVED, that the Town pay to ROOSEVELT COMMUNITY REVITALIZATION GROUP, INC., & CHOICE FOR ALL INC., in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, which shall be charged against the appropriate Community Development Block Grant account upon submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 7
Case # 13584

CONTRACT FOR YOUTH SERVICES

By and Between

TOWN OF HEMPSTEAD

And

ROOSEVELT COMMUNITY REVITALIZATION GROUP, INC., & CHOICE FOR ALL INC.

AGREEMENT made the _____ day of _____, 2017, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Roosevelt Community Revitalization Group Inc., (hereinafter "RCRG"), a not-for-profit organization having its principal office at 59 Babylon Turnpike – P.O. Box 263, Roosevelt, New York 11575-0263 and Choice For All Inc., (hereinafter "CFA"), a not-for-profit having the same address.

WITNESSETH THAT:

WHEREAS, RCRG & CFA has conducted basic community services and programs for the benefit of youth in the unincorporated area of Roosevelt; and

WHEREAS, RCRG & CFA has requested the Town to provide a grant of FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS to assist in the operation of its 2017 program; and

WHEREAS, the Town Board deeming it to be in the public interest to grant such request, has authorized the Supervisor to enter into a contract between the Town and RCRG & CFA, to help fund a Farmers Market project in Roosevelt, New York.

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

1. RCRG & CFA agrees to continue its operations located at 59 Babylon Turnpike – P.O. Box 263, Roosevelt, New York 11575-0263, during the term of this agreement.
2. RCRG & CFA agrees to continue its basic community services and other programs for youth in the unincorporated area of Roosevelt.
3. RCRG & CFA agrees that such youth programs will be supervised and directed by competent adult personnel.
4. RCRG & CFA agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. RCRG & CFA agrees not to assign, transfer or hypothecate this agreement or any interest therein, in whole or in part, by agreement or novation.
6. RCRG & CFA agrees that at all times, it 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 RCRG shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. RCRG & CFA 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 RCRG & CFA resulting from its operation, use and maintenance of the facilities at RCRG & CFA. In addition, RCRG & CFA agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, to obtain policies of insurance insuring RCRG & CFA 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 to 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 to the Town by RCRG & CFA simultaneously with the execution of this agreement.
8. RCRG & CFA 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 this contract. RCRG shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

9. RCRG & CFA 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.

10. RCRG & CFA agrees that in performance of its services it will comply with provisions of the Labor Law and Workers Compensation Law of the State of New York if such may be applicable to its operations.

11. The Town agrees to pay RCRG & CFA for the services provided by this agreement the sum of FIVE THOUSAND (\$5,000.00) DOLLARS.

12. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by RCRG & CFA do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

13. The terms of this agreement shall commence June 1, 2017 and terminate on the 31st day of June, 2018.

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

TOWN OF HEMPSTEAD

by: _____
ANTHONY J. SANTINO
Supervisor

**ROOSEVELT COMMUNITY
REVITALIZATION GROUP INC.,**

by: Clara Gillens-Eromosele
Clara Gillens-Eromosele
Executive Director

CHOICE FOR ALL INC.,

by: Jacob Dixon
Jacob Dixon
CEO

APPROVED
By: [Signature] Date: 7/12/17
[Signature] 7/12/17
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

Doc. No. 17-009

Cherry Petre
7/12/17 C

APPROVED AS TO CONTENT
DATE: 6/20/17
Katrina R. Brody
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 7/6/17

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

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

Notary Public

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

On this 7th day of June, 2017, before me personally came Clara Gillens - Eromosele to me known, who being by me duly sworn did depose and say that she resides at 146 Rockaway St., Hempstead and she is the Executive Director of the Roosevelt Community Revitalization Group Inc., the corporation described in and which executed the foregoing instrument.

JUDY WALKER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA4795198
Qualified in Nassau County
My Commission Expires 03-20-2018

Judy Walker

Notary Public

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

On this 7th day of June, 2017, before me personally came Jacob Dixon to me known, who being by me duly sworn did depose and say that he resides at 14 Frederick Ave, Hempstead and he is the CEO of the Choice For All Inc., the corporation described in and which executed the foregoing instrument.

JUDY WALKER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA4795198
Qualified in Nassau County
My Commission Expires 03-20-2018

Judy Walker

Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT
WITH CHABAD OF WEST HEMPSTEAD, INC.,
AND 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, CHABAD OF WEST HEMPSTEAD, INC., having its principal office at 411 Hempstead Turnpike, Suite L1, West Hempstead, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2016 and terminating December 31, 2016; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and the CHABAD OF WEST HEMPSTEAD, 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 CHABAD OF WEST HEMPSTEAD, INC., the sum of EIGHT THOUSAND FOUR HUNDRED EIGHTY ONE and 00/100 (\$8,481.00) 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: ()

Doc. No. 16-083

Item #

Case #

8

13584

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
CHABAD OF WEST HEMPSTEAD, INC.

AGREEMENT made the _____ day of _____, 2017, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the CHABAD of WEST HEMPSTEAD, INC., (hereinafter called the "Center") a non-profit corporation having its principal office at 411 Hempstead Turnpike, Suite L1, West Hempstead, NY 11552.

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 EIGHT THOUSAND FOUR HUNDRED EIGHTY ONE and 00/100 (\$8,481.00) DOLLARS, to assist in its program for the calendar year 2017; 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 411 Hempstead Turnpike, Suite L1, West Hempstead, NY 11552, 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 EIGHT THOUSAND FOUR HUNDRED EIGHTY ONE and 00/100 (\$8,481.00) 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

CHABAD OF WEST HEMPSTEAD, INC.

By: _____
Print Name: JOSEPH LIBERMAN
Title: DIRECTOR

APPROVED
By: [Signature] Date: 7/13/17
[Signature] 7/14/17
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

Approved as to form
[Signature]
Deputy Town Attorney
Dated 7/13/17

APPROVED AS TO CONTENT
DATE: 7-12-17
[Signature]
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

[Signature]
7/14/17

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

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

Notary Public

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

On this 17 day of MAY, 2017 before me personally came JOSEPH LIBERMAN to me known, who being by me duly sworn did depose and say that (s) he resides at 565 JAPAN ST; that (s)he is the DIRECTOR of CHABAD of WEST HEMPSTEAD, 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

SAMANTHA W. BENENDEZ
Notary Public - State of New York
No. 01ME6306343
Qualified in Nassau County
My Comm. Expires June 23, 2018

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EMPLOYMENT OF
HIRANI ENGINEERING AND LAND SURVEYING, 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 Hirani Engineering and Land Surveying P.C., 30 Jericho Executive Plaza, Jericho, NY 117523.; and

WHEREAS, the Consultant, Hirani Engineering and Land Surveying P.C., 30 Jericho Executive Plaza, Jericho, NY 117523.; 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, Hirani Engineering and Land Surveying P.C., 30 Jericho Executive Plaza, Jericho, NY 117523 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 Hirani Engineering and Land Surveying P.C., 30 Jericho Executive Plaza, Jericho, NY 117523 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 # 9
Case # 27817

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 19th day of June, 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 Hirani Engineering and Land Surveying, P.C., having their principal office at 30 Jericho Executive Plaza, Jericho NY 11753 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

Hirani Engineering and Land Surveying, P.C.
(co name)
30 Jericho Executive Plaza,
(co address)
Jericho, NY 11753
(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

Hirani Engineering and Land Surveying, P.C.
(Co name)

By:

(Signature)

C. Richard Moravec, LS VP
(PRINT NAME; TITLE)

Jim Hirani, P.E. Pres.

Reviewed for content by:

Jeffrey M. Tiemey
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: 6/20/17

APPROVED

Donald F. [Signature]
DIRECTOR OF PURCHASING

Approved:

Theresa E. Gaffney
Theresa E. Gaffney
Executive Assistant
Dated: 7/3/17

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

On this _____ day of _____, 2017 before me personally came DOUGLAS L. TUMAN, P.E., ESQ. of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at _____ that he is the COMMISSIONER of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the 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 hereunto signed his name and official designation.

Notary Public, State of New York

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

On this 30 day of June, 2017 before me personally came Joseph Jim M. Petit known and known to me, who, being by me duly sworn did depose and say that he/she resides at 30 Jericho Ex. Plaza, Jericho, NY and that he/she is the OWNER of the LLP described in and which executed the foregoing instrument and that he/she knows the seal of said OWNERSHIP and that the seal affixed to said instrument is such seal; that it was affixed by order of the said partnership and that he signed his name thereto by like order.

Hirani

KEVIN ALMIRALL
Notary Public, State of New York
No. 01AL6207001
Qualified in Nassau County
Commission Expires June 8, 2017

Kevin Almirall
Notary Public, State of New York

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF
LOCKWOOD, KESSLER AND BARTLETT, INC. 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 Lockwood, Kessler and Bartlett, Inc., One Ariel Way, Syosset, NY 11791.; and

WHEREAS, the Consultant, Lockwood, Kessler and Bartlett, Inc., One Ariel 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, Lockwood, Kessler and Bartlett, Inc., One Ariel Way, Syosset, NY 11791 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 Lockwood, Kessler and Bartlett, Inc., One Ariel 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 # 10

Case # 19967

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 Lockwood, Kessler & Bartlett, Inc. having their principal office at One 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 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

Lockwood, Kessler, Bartlett, Inc.
(co name)
One Ariel 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

Lockwood, Kessler & Bartlett, Inc.
(co name)

By:

Andre Haddad
(signature)

Andre Haddad, President & CEO

(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
Joseph J. Ra
Town Attorney

Date: 6/26/17

Approved:

Kevin Conroy
Kevin Conroy
Town Comptroller

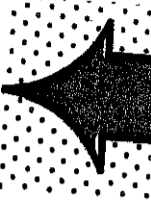
Date: 6/27/17

Theresa E. Gaffney
Theresa E. Gaffney
Executive Assistant

Theresa E. Gaffney
Executive Assistant
Dated: 6/28/17

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

On this _____ day of _____, 2017 before me personally came DOUGLAS L. TUMAN, of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at _____ that he is the COMMISSIONER of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the 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 hereunto signed his name and official designation.



Notary Public, State of New York

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

On this 19th day of June, 2017 before me personally came Andee Haddad known and known to me, who, being by me duly sworn did depose and say that he/she resides at 119 Dean St. Hicksville, NY and that he/she is the President/CEO of the Corp. described in and which executed the foregoing instrument and that he/she knows the seal of said Corp. and that the seal affixed to said instrument is such seal; that it was affixed by order of the said partnership and that he signed his name thereto by like order.



Notary Public, State of New York

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT OF BUILDINGS TO ISSUE A BUILDING PERMIT WITH A FEE "CAP" IN CONNECTION WITH BUILDING PERMIT APPLICATION NO. 201708823 AND ALL ASSOCIATED APPLICATIONS, OPEN PERMITS, CERTIFICATES AND BOARD OF ZONING APPEALS FEES, FOR THE MEADOWMERE PARK FIRE DISTRICT TO INSTALL A NEW EMERGENCY GENERATOR ON EXTERIOR STREET PLATFORM AT THE PREMISES LOCATED AT 14 MEYER AVENUE, LAWRENCE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Meadowmere Park Fire District has filed Building Permit Application No. 201708823 and all associated applications, open permits, certificates and board of zoning appeals fees with the Department of Buildings of the Town of Hempstead to install a new emergency generator on exterior street platform at the premises located at 14 Meyer Avenue, Lawrence, Nassau County, New York; and

WHEREAS, the Meadowmere Park Fire District has requested consideration for an exemption from payment of full fees in connection with Building Permit Application No. 201708823 and all associated applications, open permits, certificates and board of zoning appeals fees; and

WHEREAS, this Town Board deems it to be in the public interest for an exemption from payment of full fees in connection with Application No. 201708823 and all associated applications, open permits, certificates and board of zoning appeals fees;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed regarding Building Permit Application No. 201708823 and all associated applications, open permits, certificates and board of zoning appeals fees to install a new emergency generator on exterior street platform at the premises located at 14 Meyer Avenue, Lawrence, Nassau County, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

10315

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT OF BUILDINGS TO ISSUE A BUILDING PERMIT WITH A FEE "CAP" IN CONNECTION WITH BUILDING PERMIT APPLICATION NO. 201706131 AND ALL ASSOCIATED APPLICATIONS, OPEN PERMITS, CERTIFICATES AND BOARD OF ZONING APPEALS FEES, FOR LIDO AND POINT LOOKOUT FIRE DISTRICT TO REPLACE EXISTING BUILT UP ROOF, REPAIR WATER DAMAGED CEILING, AND INSTALL VRF MECHANICAL SYSTEM AT PREMISES LOCATED AT 102 LIDO BOULEVARD, POINT LOOKOUT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Lido and Point Lookout Fire District, has filed Building Permit Application No. 201706131 and all associated applications, open permits, certificates and board of zoning appeals fees with the Department of Buildings of the Town of Hempstead to replace existing built up roof, repair water damaged ceiling, and install VRF mechanical system at premises located at 102 Lido Boulevard, Point Lookout, Town of Hempstead Nassau County, New York; and

WHEREAS, the Lido and Point Lookout Fire District, has requested consideration for an exemption from payment of full fees in connection with Building Permit Application No. 201706131 and all associated applications, open permits, certificates and board of zoning appeals fees; and

WHEREAS, this Town Board deems it to be in the public interest for an exemption from payment of full fees in connection with Application No. 201706131 and all associated applications, open permits, certificates and board of zoning appeals fees;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed regarding Building Permit Application No. 201706131 and all associated applications, open permits, certificates and board of zoning appeals fees to replace existing built up roof, repair water damaged ceiling, and install VRF mechanical system at the premises located at 102 Lido Boulevard, Point Lookout, Nassau County, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

10315

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION PURSUANT TO PRIVATE HOUSING FINANCE LAW §125 CONFIRMING AND APPROVING THE APPLICATION FOR A TWENTY-FIVE (25) YEAR EXTENSION OF TAX EXEMPTION FOR PROPERTY WITHIN THE "GOLDEN AGE" RESIDENCE DISTRICT (GA) KNOWN AS THE KNOLLS OF EAST MEADOW AND OWNED BY THE EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP.

WHEREAS, East Meadow Knolls Redevelopment Company Owners Corp. (previously East Knolls Redevelopment Company Owners Corp. I, II and III) has been duly organized as a mutual development company pursuant to Article 5 of the Private Housing Finance Law (PHFL) for the purposes of acquiring and operating a senior citizen moderate income cooperative housing project located at Salisbury Park Drive and Carmen Avenue known as Knolls of East Meadow, which site is designated on the Nassau County Land and Tax Map as Section 45, Block 571, Lots 1 through 15 inclusive and further described on Schedule A attached (the "Knolls of East Meadow" or the "Project Property"); and

WHEREAS, on April 7, 1992 and August 11, 1992, in accordance with Article 5 of the Private Housing Finance Law, after public hearing and approval from the supervising agency, pursuant to various resolutions and, in particular, Resolution Nos. 437-1992 and 769-1992, the Project Property was duly rezoned to "Golden Age Residence (GA) District and the Town Board accepted the requisite Declaration and Restrictive Covenants and authorized the contract for the construction and operation of the Project Property in accordance with Article 5 of the PHFL, which was duly filed with the County Clerk of the County of Nassau; and further

WHEREAS, pursuant to Resolution 437-1992, the Town Board approved the Project plans and the Project Property's entitlement to the tax exemption as provided in PHFL § 125 for twenty-five (25) years which Project Property is designated on the Nassau County Land and

Item # 13
Case # 24623

Tax Map as Section 45, Block 571, Lots 1 through 15 inclusive and described by metes and bounds on Schedule A attached; and

WHEREAS, PHFL § 125 provides that said tax exemption may be extended for an additional twenty-five (25) years as set forth in PHFL § 125; and

WHEREAS, the Board of the Knolls of East Meadow has applied for said twenty-five (25) year extension; and

WHEREAS, the Town Board has determined that the Knolls of East Meadow is operating in accordance with Article 5 of the Public Housing Law and that the application should be granted and that the tax exemption should properly be extended for the additional twenty-five (25) years as provided in PHFL § 125,

NOW, THEREFORE, BE IT

RESOLVED, that the extension of the tax exemption for the Knolls of East Meadow is in the public interest and in accordance with PHFL § 125 is approved and granted in all respects; and it is further

RESOLVED, that the Town Board authorizes and approves the extension of the twenty-five (25) year tax exemption for the Knolls of East Meadow under PHFL § 125; and it is further

RESOLVED, that under PHFL § 111 the Controller is authorized to execute any papers and documentation required to formally extend the said tax exemption for said additional twenty-five (25) years; and it is further

RESOLVED, that the Supervisor be and is authorized to accept and approve the application for the extension of the twenty-five (25) year tax exemption and to notify the Assessor of the County of Nassau and such other officials of the County of Nassau as may be required to extend the twenty-five (25) year tax exemption in accordance with PHFL § 125 and to take such other action as is appropriate to formally

extend the twenty-five (25) year exemption pursuant to PHFL § 125 for the Project Property.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

24623

LAW OFFICES

FELDHERR & FELDHERR

900 Merchants Concourse, Suite 305, Westbury, New York 11590
Telephone (516) 222-2626
Fax (516) 222-2651

Craig Feldherr
Marc Brunengraber

August 1, 2017

Hempstead Town Attorney's Office
Attention: Charles Kovit, Esq.
One Washington Street
Hempstead, New York 11550

DISCLOSURE

**Re: East Meadow Knolls Redevelopment Company Owners Corp.
555 Salisbury Park Drive, East Meadow, NY 11554
Extension of Town Resolution 437-1992
(Granting an additional twenty five year tax exemption as a "Golden Age"
Residence District", commencing with the 2018-2019 assessment roll)**

Dear Mr. Kovit:

As you know, I represent East Meadow Knolls Redevelopment Company Owners Corp. (the "Knolls"), a senior age-restricted residential cooperative complex. I write in furtherance of our telephone discussion from earlier today.

In response to the Town of Hempstead's request, please see the attached ten (10) pages, containing the current list of shareholders for the East Meadow Knolls Redevelopment Company Owners Corp. This list is current as of today's date, August 1, 2017.

On behalf of the seniors residing at the Knolls, I thank you and the Town for its assistance in this matter.

Very truly yours,


MARC BRUNENGRABER

cc:

Alexander Wolf & Company, Inc.
East Meadow Knolls Redevelopment Company Owners Corp.

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
561	Avento, Theresa V.	1095
562	DeVito, William & Frances	1095
563	Rayner, Lorraine	1095
564	Mazza, Louise	1095
565	Carty, Delia	1095
566	Mulhall, Agnes V.	1095
567	Paradiso, Carmine & Catherine	1095
568	Bautz, Karen E.	1095
569	Bann, Zoraida Z.	1095
570	Tear, Chjuang J. & Veronica E.	1095
571	Bonadonna, John & Catena	1095
572	Fishman, Sara	1095
573	Tassone, Angela	1095
574	Cholewa, David J. & Ann A.	1095
575	Lanigan, Patricia Marie	1095
576	Klein, Shirley & Milton	1095
601	Bershad, Bernard & Shirley	1095
602	Rampolla, John & Joan	1095
603	Mezzatesta, Evelyn	1095
604	Udera, Gheorghe & Colosa-Udrea, Gloria	1095
605	Popolizio, Marie	1095
606	Dibrizzi, Gloria	1095
607	Lemorocco, Vivian	1095
608	Aller, Rosemarie	1095
609	Hoovler, Whitney	1095
610	Kearney, Thomas & Rose	1095

Shareholder List

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
611	Antlitz, Richard & Luise	1095
612	Daly, Althea M.	1095
613	Locascio, Nancy	1095
614	Manza, Joseph M. & Kathryn M.	1095
615	Anatra, Angelo V.	1095
616	DeMasi, Joseph & Vittoria	1095
701	Borg, Joseph & Mary	1095
702	Tornabe, Etta	1095
703	Bruno, Josephine	1095
704	Grossman, Barbara	1095
705	Roemer, Dorothy	1095
706	Lusardi, Albert & Economopoulos, Diana	1095
707	Reilly, Joseph F. & Nora	1095
708	Fitzgerald, Francis & Carol	1095
709	Zanoni, Gino & Florence	1095
710	Tepe, Robert	1095
711	Murphy, Regina M.	1095
712	Hannigan, Jane	1095
713	Jacobson, Anita	1095
714	Filipelli, Esther	1095
715	Huebner, Marguerite	1095
716	McBrien, Mary P.	1095
717	Russo, Anthony and Frances	1095
718	Garone, Madeline T.	1095
719	Leest, Steven & Linda	1095
720	DiLeone, Rocco and Carmela	1095

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
801	Kuras, Rosalie	1095
802	Lobozza, Michael	1095
803	Fisekci, Hanim Rosa	1095
804	Perrone, Norma M.	1095
805	Connors, Joan	1095
806	Gilday, Eileen R.	1095
807	Liguori, Joseph P. & Dolores	1095
808	Fullard, Willie	1095
901	Debonis, Alice	1095
902	Pedagna, Damian & Frances	1095
903	Zeller, Joan M.	1095
904	Cook, Robert & Joan	1095
905	Locicero, Frank & Ida	1095
906	Loproto, Samuel & Mary	1095
907	Razzano, Joseph & Rose	1095
908	Ambrosio, Frances	1095
909	Vacca, Kathleen	1095
910	Albarelo, Vincenza	1095
911	Cicchetti, Helen	1095
912	Cangemi, Leonard M.	1095
913	Zucker, Eleanor	1095
914	Anderson, Elaine	1095
915	Barnych, Alexander	1095
916	Sturman, Anthony & Lynn	1095
917	Ruggiero, Salvatore G. & Eileen	1095
918	Wheeler, Edward & Gloria	1095

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
919	Mcaleer, Arthur & Nancy	1095
920	Latzman, Leonard & Shirley	1095
921	Orlando, Carol	1095
922	Cutrone, Josephine	1095
1001	Weinstein, Howard	1095
1002	Kiernan, Eugene & Isabella	1095
1003	DiSalvo, Richard & MaryLou	1095
1004	Walsh, John & Joan	1095
1005	Labruna, Domenico & Rose	1095
1006	Ciaccio, Hilda	1095
1007	Lane, Joseph & Elinor	1095
1008	Adinolfi, Theodore & Virginia	1095
1101	Zappalla, Dorothy	1095
1102	Conte, John & Maryanne	1095
1103	Shochat, Herbert & Leona	1095
1104	Piscitelli, Mary Jane	1095
1105	Carroll, Audrey	1095
1106	Ma, David Chein-Lan & Ma, Lisa Hong Yuan	1095
1107	Rodriguez, Maria	1095
1108	Andersen, Richard & Fran	1095
1109	Focella, Josephine	1095
1110	Agliano, Stephen A. & Michelle L.	1095
1111	Predmore, Earl S.	1095
1112	DiGiovanna, Angelina	1095
1113	Azzariti, Theresa	1095
1114	McGuire, Thomas & Sheryl	1095

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
1115	Florentz, Nancy E.	1095
1116	Caballero, Daisy	1095
1117	Castoria, Prisco & Marjorie	1095
1118	Saavedra, Carlina	1095
1119	Hosek, Ann V.	1095
1120	Mazzara, Frank & Josephine	1095
1201	Smith, Gertrude	1095
1202	Muller, Marilyn	1095
1203	Sullivan, Thomas & Doris	1095
1204	Quinn, Diane & Edward	1095
1205	Quinn, Patricia	1095
1206	Coppola, Madeline	1095
1207	Baiardi, Aurelia	1095
1208	Block, Carole G.	1095
1209	Kanaby, Patricia	1095
1210	Holloway, Kathleen	1095
1211	Bivona, Grace	1095
1212	Dahlke, Margaret & Sieghart	1095
1213	Arlotta, Orlando & Norma	1095
1214	Attonito, Ralph	1095
1215	Wander, Barbara	1095
1216	Roland, Kathleen	1095
1217	Maneri, Anna	1095
1218	Cuomo, John	1095
1219	Rappaport, Beverly	1095
1220	Koenig, Harold & Muriel	1095

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
1301	Fenning, Georgianna	1095
1302	Doris, Mary C.	1095
1303	Cascio, Joseph & Martha	1095
1304	Pascarella, Rosemarie, a 99% Interest & Buffalino, Ralph, a 1% Interest, Tenants in Common	1095
1305	Markoski, Margaret	1095
1306	Mezzardi, Enes	1095
1307	Scheihing, Margaret	1095
1308	Evans, Evelyn	1095
1309	Baldassano, Joan	1095
1310	Ribis, Bette A.	1095
1311	Van Wie, Rita	1095
1312	Conway, Joan	1095
1313	Brenner, Melvin	1095
1314	Brady, Judith	1095
1315	Glenn, Celia	1095
1316	Penninipede, Joseph & Grace	1095
1401	Meehan, Thomas & Anna	1095
1402	Lurie, Charlotte	1095
1403	Rispoli, Marie	1095
1404	Goeller, John	1095
1405	Widmyer, Laurel A.	1095
1406	Abbott, Marion D.	1095
1407	Dunn, Carol	1095
1408	Moir, William & Mary	1095
1409	Bellas, George & Antigone	1095
1410	Gladitsch, Joan	1095

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
1411	Carmen, Judith	1095
1412	Wing, Olga B.	1095
1413	Esposito, Hedy	1095
1414	Devoe, Mary	1095
1415	Deyette, Carol & Richard	1095
1416	Vescuso, Genevieve	1095
1417	La Spina, Mario & Maria	1095
1418	Mannion, Anna	1095
1501	Elkins, Pearl	895
1502	Livingstone, Jane A.	895
1503	Lofaso, Victoria A.	895
1504	Portillo, Isabel	895
1505	Stabile, Jean	895
1506	Pinou, Lillian	895
1507	Barrett, John	895
1508	Charkowick, Florence	895
1509	Miller, Sandra T.	895
1510	Amore, Lina E.	895
1511	Emery, Brunhilde J.	895
1512	Ehlerman, Marie	895
1513	Ormston, Ruth	895
1514	Nichols, Madeline & Greenberg, Robert	895
1515	Iamunno, Anthony & Marie	895
1516	Pfortsch, Andrew C.	895
1517	Cifu, Eileen	895
1518	Fertsch, Victoria	895

Shareholder List

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
1519	Marrero, A. Marie	895
1520	Sparaccio, Victor & Jessie	895
1521	Husek, Ingrid	895
1522	Comack, John & Kathleen	895
1523	McCaffrey, Helen T.	895
1524	Brady, Florence	895
1601	Long, Joan	1095
1602	Morgan, Irving & Alice Marie	1095
1603	Gismondi, Sr., Stephen & Mildred	1095
1604	Rapisarda, Mary	1095
1605	Gomez, Josephine	1095
1606	Barbosa, Gerard & Marie	1095
1607	Goody, Janice May	1095
1608	Rivers, Mary F.	1095
1609	Baumgartner, Josephine	1095
1610	Aulicino, Anthony & Ann	1095
1611	Kolacki, John & Marion	1095
1612	Pace, Vincent & Rose Ann	1095
1613	Eisenstark, Michael & Dorothy	1095
1614	Heiss, Richard B. & Candace C.	1095
1615	Wolff, Harvey & Rhoda	1095
1616	Tristano, Anthony & Mariaelena	1095
1617	Miceli, Vito & Anna	1095
1618	Canning, William J.	1095
1619	Capobianco, Barbara	1095
1620	Hana, Ortans	1095

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
1701	Ippolito, Nancy	1095
1702	Levine, Joan	1095
1703	Levy, Sylvia	1095
1704	Morris, Lillian	1095
1705	Fragiorgi, Phyllis	1095
1706	Costabile, Dorathea	1095
1707	Musante, Nicolas & Eileen	1095
1708	Cornell, Veronica	1095
1801	Kieran, Elizabeth M.	895
1802	Curtin, Timothy & Mary	895
1803	Merone, Rose	895
1804	Rogan, Mary	895
1805	Appello, Maria	895
1806	Smith-Paul, Diane	895
1807	Hughes, Thelma	895
1808	Kuchler, Celeste	895
1809	Hansen, Gregory H.	895
1810	Kolodkin, Becka J.	895
1811	Marotta, Clara	895
1812	Purcell, John & Nancy	895
1813	Mallon, Jeanette	895
1814	Pomilio, Marion	895
1815	Ho, Frances	895
1816	Lawrence, Mary E.	895
1817	Ruoff, Kathleen	895
1818	Somoverly, Phyllis	895

Shareholder List

East Meadow Knolls Red.

APARTMENT	SHAREHOLDER	SHARES
1819	Santise, Dorothy	895
1820	Wagner, Marie C.	895
1821	Hinton, Georgianna C.	895
1822	Velazquez, Carmen R.	895
1823	Poole, Margaret	895
1824	Dembrosky, Antoinette	895
		253200

LAW OFFICES
FELDHERR & FELDHERR

900 Merchants Concourse, Suite 305, Westbury, New York 11590
Telephone (516) 222-2626
Fax (516) 222-2651

Craig Feldherr
Marc Brunengraber

June 30, 2017

Hempstead Town Attorney's Office
Attention: Charles Kovit, Esq.
One Washington Street
Hempstead, New York 11550

Re: **APPLICATION:**
East Meadow Knolls Redevelopment Company Owners Corp.
555 Salisbury Park Drive, East Meadow, NY 11554
Extension of Town Resolution 437-1992
(Granting an additional twenty-five year tax exemption as a
"Golden Age" Residence District, commencing with the
2018-2019 assessment roll)

Dear Mr. Kovit:

I represent East Meadow Knolls Redevelopment Company Owners Corp. (previously known as East Meadow Knolls Redevelopment Owners Corp. I, II and III)¹, a senior age-restricted residential cooperative complex known as the Knolls of East Meadow ("Knolls").

This is an application to formally extend the twenty-five (25) year tax exemption under PHFL Section 125 to continue the tax exemption under the provisions of PHFL Section 125 for an additional twenty-year (25) years.

Pursuant to Town Resolution 437-1992, adopted on April 7, 1992 (the "Resolution"), the Knolls was granted a change of zone from a Residence "B" District to a "Golden Age" Residence District, and a resultant twenty-five year exemption from the imposition of property taxes in accordance with Section 125 of Article 5 of the State of New York Private Housing Finance Law.

The property is designated on the Nassau County Tax Map as Section 45, Block 571, Lots 1 through 15 inclusive and described by metes and bounds on Schedule A attached as Exhibit B.

¹ Consolidation of East Meadow Knolls Redevelopment Company Owners Corp. I, II and III attached as Exhibit A.

Under PHFL, the twenty-five (25) year exemption may be continued for an additional twenty-five (25) years as set forth in that section.

Please allow this letter to confirm that the Board of Directors of the Knolls has authorized me to formally request and apply for approval from the Town of Hempstead (the "Town") to renew the Resolution for an additional twenty-five year term, with the Knolls being exempted from the imposition of property taxes for said additional twenty-five year term, pursuant to Section 125 of Article 5 of the State of New York Private Housing Finance Law.

In consideration therefore, the Knolls shall continue to be bound by each and every covenant and obligation contained in the Resolution for the entirety of the additional twenty-five year term, and shall further not amend or extinguish its present By-Law, Article XVI, Section 5, and shall further not amend or extinguish its present Proprietary Lease Articles 16 and 17, copies of which are collectively attached to this letter and made a part hereof as Exhibit C, Exhibit D, and Exhibit E respectively.

If the Town agrees to the foregoing terms for extending the Resolution, I ask that you have the appropriate representative of the Town, as the Supervising Agency for the Knolls under Article 5 of the State of New York Private Housing Finance Law, sign this letter on the line indicated for that purpose, and index this letter with the Town Clerk as well as with the Nassau County Legislature in time for the 2018-19 assessment roll (i.e., prior to January 2, 2018).

On behalf of the seniors residing at the Knolls, I thank you and the Town for its assistance in this matter.

Very truly yours,


MARC BRUNENGRABER

THE FOREGOING APPLICATION TO EXTEND AUTHORIZED BY:

**EAST MEADOW KNOLLS
REDEVELOPMENT COMPANY
OWNERS CORP.**


BY: MARC BRUNENGRABER, ESQ.
TITLE: GENERAL COUNSEL

**TOWN OF HEMPSTEAD
PHFL SUPERVISING AGENCY**


BY: KEVIN CONROY
TITLE: COMPTROLLER

INFO-17

F 94111000 327

CERTIFICATE OF CONSOLIDATION

of East Meadow Knolls Redevelopment Company Owners Corp. I, East Meadow Knolls Redevelopment Company Owners Corp. II, and East Meadow Knolls Redevelopment Company Owners Corp. III into East Meadow Knolls Redevelopment Company Owners Corp. under section 904 of the Business Corporation Law.

We, the undersigned, being the President and Secretary of East Meadow Knolls Homeowners Association, Inc., being duly authorized to act for the officers of East Meadow Knolls Redevelopment Company Owners Corp. I, East Meadow Knolls Redevelopment Company Owners Corp. II, and East Meadow Knolls Redevelopment Company Owners Corp. III, hereby certify:

1. The Agreement of Consolidation was adopted by the Board of Directors of each constituent corporation.

2. The constituent corporations are:

(a) East Meadow Knolls Redevelopment Company Owners Corp. I, incorporated under section 103 of the Private Housing Finance Law and section 402 of the Business Corporation Law, and whose Certificate of Incorporation was filed on May 21, 1992.

(b) East Meadow Knolls Redevelopment Company Owners Corp. II, incorporated under section 103 of the Private Housing Finance Law and section 402 of the Business Corporation Law, and whose Certificate of Incorporation was filed on February 10, 1993.

(c) East Meadow Knolls Redevelopment Company Owners Corp. III, incorporated under section 103 of the Private Housing Finance Law and section 402 of the Business Corporation Law, and whose Certificate of Incorporation was filed on April 6, 1993.

3. The name of the consolidated corporation is EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP., which is hereinafter in this Certificate referred to as the "Company". The Company is a redevelopment company as incorporated under section 103 of the Private Housing Finance Law and is formed by consolidation pursuant to section 904 of the Business Corporation Law.

4. The purposes for which the Company is formed are to:

(a) Acquire one or more areas under a plan or plans, and

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construct, own, maintain, operate, sell and convey projects pursuant to the terms and provisions of the Act; and more particularly to acquire, construct, own, maintain, and operate a residential housing project known as East Meadow Knolls Cooperative (the "Project"), located in the Town of Hempstead (the "Town"), County of Nassau, State of New York, pursuant to the terms and provisions of the Act and subject to the supervision of the Comptroller of the Town (the "Supervising Agency"); and to provide residences for shareholders of the Company by leasing to them, under proprietary leases, apartments in the buildings owned by the Company, and each of its shareholders shall be entitled solely by reason of his/her ownership of shares in the Company to a proprietary lease entitling him/her to occupy for dwelling purposes an apartment in one of the buildings under said proprietary lease.

(b) Own, acquire, build, operate and maintain land and facilities for recreational, cultural and community use, including but not limited to buildings, structures, roads, recreational facilities and personal property incidental thereto, hereinafter referred to as the "Common Properties".

(c) Acquire by purchase, lease or otherwise, real estate and rights or interests in real estate, together with the buildings and appurtenances thereto, and any and all personal property of whatsoever kind and nature located therein; to hold, operate, manage, sell, exchange, mortgage or otherwise encumber or dispose of, improve, rehabilitate, renovate, construct, alter, maintain, develop, repair and lease the same and the several parts and apartments in any building owned by the Company and in any replacements thereof or additions thereto.

(d) Do and perform every act required or permitted by law to be done or performed in the construction, erection, maintenance, operation, repair, rehabilitation and renovation of such buildings; to acquire, construct, maintain and operate all necessary or customary conveniences such as elevators, lighting, heating and refrigeration in connection with the operation of any and all of the aforesaid buildings; or manufacture or otherwise acquire and to sell, supply or otherwise furnish or dispose of other conveniences and services of every kind and description for tenants/shareholders of property owned or operated by the Company.

(e) Enforce any and all covenants, restrictions and agreements applicable to the residential parcels within the above described residential community and the Common Properties, (the enforcement of which is not specifically and exclusively reserved to others), and particularly the Declaration of Covenants, Restrictions, Easements, Charges and Liens, which may be made by East Meadow Knolls, Inc. and recorded among the land records of Nassau County, New York.

(f) Purchase, acquire, hold and dispose of shares or rights to subscribe thereto, bonds and other obligations; to possess and exercise in respect thereto all the rights, powers and

privileges of individual holders or owners thereof, and to exercise any and all voting power thereon.

(g) Borrow or raise monies for any of the purposes of the Company in accordance with the provisions of the Act; issue bonds, debentures, notes or other obligations of any nature, or in any manner, for monies so borrowed and to secure the payment thereof and the interest thereon by mortgage upon or pledge or conveyance or assignment in trust of the whole or any part of the property of the Company, real or personal, provided the same be permitted by law.

(h) Do and transact all other lawful business incident to, necessary, and suitable and advisable for, or in any way connected with, said purposes for which the Company is formed.

(i) The foregoing clauses shall be construed as stating both purposes and powers, but nothing herein contained shall be deemed to limit or exclude any power, right or privilege given to the Company by law.

5. The classes and amount of constituent corporations' stock were as follows:

(a) East Meadow Knolls Redevelopment Company Owners Corp. I had one class of common stock, of which 75,000 shares were authorized and 73,620 shares were outstanding.

(b) East Meadow Knolls Redevelopment Company Owners Corp. II had one class of common stock, of which 75,000 shares were authorized and 72,270 shares were outstanding.

(c) East Meadow Knolls Redevelopment Company Owners Corp. III had one class of common stock, of which 125,000 shares were authorized and 107,310 shares were outstanding.

6. The capital of the Company shall consist of one class of common stock. There shall be no shares of preferred stock. The value of the capital shares of the Company shall be \$2,650.00.

7. There shall be 265,000 shares of common stock of the Company which shall have a par value of \$0.01 per share.

8. The principal business office of the Company shall be located in the Town of Hempstead, County of Nassau, State of New York.

9. The duration of the Company shall be until December 31, 2091.

10. The number of directors of the Company shall not be less than 3 nor more than 7. The directors need not be shareholders.

The following persons shall be the initial directors of

the Company:

JEROME FUCHS
555 Salisbury Park Drive
East Meadow, New York 11554

MILTON KLEIN
555 Salisbury Park Drive
East Meadow, New York 11554

JOHN BOULD
555 Salisbury Park Drive
East Meadow, New York 11554

ANNA GIOMETTO
555 Salisbury Park Drive
East Meadow, New York 11554

VIRGINIA BURKE
555 Salisbury Park Drive
East Meadow, New York 11554

JOHN KOLACKI
555 Salisbury Park Drive
East Meadow, New York 11554

ALVIN BENJAMIN
377 Oak Street
Garden City, New York 11530

11. So long as the Act shall remain applicable to any project of the Company, the real property of the Company shall not be sold, transferred or assigned except as permitted by the terms and provisions of the Act.

12. The Company has been organized to serve a public purpose, and it shall be and remain subject to the supervision and control of the Supervising Agency, except as provided in the Act, so long as the Act remains applicable to any project of the Company; and all real and personal property acquired by it and all structures erected by it shall be deemed to be acquired or created for the promotion of the purposes of the Act.

13. Upon the dissolution of the Company pursuant to the provisions of subdivision one of section 123 of the Act, the property may be conveyed in fee as provided in said subdivision.

14. The mortgage indebtedness, income debenture certificates and capital of the Company may be retired if, as and when there shall be funds available for amortization purposes in the assets of the Company.

15. In the event of a violation by the Company of a provision of its Certificate or of law or any rules and regulations

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promulgated pursuant to the provisions of the Act, the Supervising Agency may, by written notice, as provided in the Act, advise the directors of the Company of its desire to remove any or all of the existing directors. In the event the Company fails to comply with the requirements of the Supervising Agency within thirty (30) days from the date of the mailing of such written notice, the Supervising Agency may, with the written approval of any mortgagee and without further notice to the Company or its directors, remove such directors from office and appoint such person or persons as the Supervising Agency, in its sole discretion, deems advisable, including officers or employees of the Supervising Agency, as new directors to serve in place of those removed who shall exclusively exercise all of the powers of such directors. Directors so appointed need not meet qualifications which may be prescribed by the Certificate or By-Laws or other rules and regulations of the Company. In the absence of fraud or bad faith, directors so appointed shall not be personally liable for debts, obligations or liabilities of the Company. Directors so appointed shall serve only for a period coexistent with the duration of such violation or until the Supervising Agency is assured, in a manner satisfactory to it, against violations of a similar nature. Officers or employees of the Supervising Agency who are appointed as such directors shall serve in such capacity without compensation.

16. The Company designates the Secretary of State of the State of New York as agent of the Company upon whom process against it may be served. The post office address which the Secretary of State shall mail a copy of any process served against it is:

555 Salisbury Park Drive
East Meadow, New York 11554

17. The Company shall have no registered agent for service of process.

18. After providing for all expenses, taxes and assessments, there shall be paid annually out of the earnings of the Company, a sum for interest on and amortization of any mortgage indebtedness and depreciation charges if, when and to the extent deemed necessary by the Supervising Agency, plus interest not exceeding 6% on outstanding income debentures and a distribution to the shareholders not exceeding 6% of the total capital; and the obligation in respect of such payments shall be cumulative, and any deficiency in interest, amortization, depreciation and distribution in any year shall be paid either from any cash surplus derived from earnings remaining in the treasury of the Company in excess of the amount necessary to provide such cumulative annual sums or from the first available earnings in subsequent years; and any cash surplus derived from earnings remaining in the treasury of the Company in excess of the amount necessary to provide such cumulative annual sums shall upon dissolution of the Company be paid into the general fund of the Town.

19. In the event income debenture certificates are issued by

the Company, the owners thereof shall have the same right to vote as they would have if possessed of shares of equivalent par value of an amount equal to the amount of the income debenture certificates held by them. Interest shall be paid by the Company on said certificates only out of net earnings of the Company that would be applicable to payment of distributions if there were not income debentures.

20. All of the shares of the Company shall be common, shall be fully paid and non-assessable, and shall be issued only in connection with the execution and delivery to the subscriber by the Company of a proprietary lease of an apartment in a building owned by the Company.

21. No salary or other compensation shall be paid to any director or officer of the Company for services rendered as such director or officer.

22. Every shareholder shall be entitled to one vote for each share allocated to his/her apartment, however, in any election of directors of this Company, each shareholder of record shall be entitled to as many votes as shall equal the number of shares which he/she holds, and he/she may cast all such votes for a single director or may distribute them among two or more directors as he/she sees fit.

23. The form of proprietary lease and By-Laws of the Company may be amended only by an affirmative vote of the holders of at least two-thirds of the outstanding shares of the company. This provision may not be amended, added to or delegated except by an affirmative vote of the Board of Directors followed by the affirmative vote of the holders of two-thirds of the outstanding shares of the Company.

24. The consolidation was authorized by a vote of the shareholders of each constituent corporation, at meetings held separately of each constituent corporation, by an affirmative vote of the holders of two-thirds of all outstanding shares.

IN WITNESS WHEREOF, this Certificate of Consolidation has been executed and subscribed this 9th day of July, 1994 by the President and Secretary of the East Meadow Knolls Homeowners Association, Inc., whose Board of Directors and officers have been duly authorized to act for the Boards of Directors and officers of East Meadow Knolls Redevelopment Company Owners Corp. I, East Meadow Knolls Redevelopment Company Owners Corp. II, and East Meadow Knolls Redevelopment Company Owners Corp. III, and who affirm that the statements made herein are true under the penalties of perjury.

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East Meadow Knolls Redevelopment
Company Owners Corp. I

By: East Meadow Knolls
Homeowners Association, Inc.

By: Jerome Fuchs
Jerome Fuchs, President

By: Virginia Burke
Virginia Burke, Secretary

East Meadow Knolls Redevelopment
Company Owners Corp. II

By: East Meadow Knolls
Homeowners Association, Inc.

By: Jerome Fuchs
Jerome Fuchs, President

By: Virginia Burke
Virginia Burke, Secretary

East Meadow Knolls Redevelopment
Company Owners Corp. III

By: East Meadow Knolls
Homeowners Association, Inc.

By: Jerome Fuchs
Jerome Fuchs, President

By: Virginia Burke
Virginia Burke, Secretary

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STATE OF NEW YORK)
COUNTY OF NASSAU)

ss.:

On the 19th day of July, 1994, before me personally appeared Jerome Fuchs, to me known, who, being by me duly sworn, did depose and say that he resides at Salisbury Park Drive, East Meadow, New York; that he is the President of East Meadow Knolls Homeowners Association, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Robert R. Cofsky
Notary Public

ROBERT R COFSKY
Notary Public, State of New York
No. 01C0501816
Qualified in Nassau County
Commission Expires June 15, 1995

STATE OF NEW YORK)
COUNTY OF NASSAU)

ss.:

On the 19th day of July, 1994, before me personally appeared Virginia Burke, to me known, who, being by me duly sworn, did depose and say that she resides at Salisbury Park Drive, East Meadow, New York; that she is the Secretary of East Meadow Knolls Homeowners Association, Inc., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.

Robert R. Cofsky
Notary Public

ROBERT R COFSKY
Notary Public, State of New York
No. 01C0501816
Qualified in Nassau County
Commission Expires June 15, 1995

[Handwritten mark]

CONSENT OF SUPERVISING AGENCY

TOWN OF HEMPSTEAD, STATE OF NEW YORK

I, JOHN A. MASTROMARINO, Comptroller of the Town of Hempstead, County of Nassau, having an office at Hempstead Town Hall, Town Hall Plaza, Main Street, Hempstead, New York 11550, do hereby approve the Certificate of Consolidation of EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP. I, EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP. II, and EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP. III, corporations organized for the purpose provided in Article V of the Private Housing Finance Law of the State of New York, into EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP., and pursuant to said Article V hereby certify that I consent to the filing of the Certificate of Consolidation of EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP. with the Secretary of State of New York.

Dated: Hempstead, New York
November 4, 1994

John A. Mastromarino
Comptroller of the Town
of Hempstead and
Supervising Agency

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F 941110000327 INFO-17
60849-07253

CERTIFICATE OF CONSOLIDATION

OF

EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP. I,
EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP. II,
EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP. III,

INTO

EAST MEADOW KNOLLS REDEVELOPMENT COMPANY OWNERS CORP.

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

SAC | *4*

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED NOV 10 1994

TAX \$

BY: *SAC*

Nassau

Jack L. Libert, Esq.
377 Oak Street
Garden City, New York 11530

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RECEIVED
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94111000327
BILLING

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED _____, 2017, AUTHORIZING THE FINANCING OF THE AMOUNT PAYABLE BY THE TOWN PURSUANT TO THE TERMS OF A SETTLEMENT AGREEMENT IN THE MATTER OF WALKER V. THE TOWN FOR PART TOWN – HIGHWAY FUND, STATING THE MAXIMUM COST THEREOF IS \$800,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$800,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

The following resolution was offered by _____, who moved its adoption, seconded by _____ to wit:

THE TOWN BOARD OF THE TOWN OF HEMPSTEAD (THE "TOWN"), IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all members of said Town Board) AS FOLLOWS:

Section 1. The Town is hereby authorized to finance the amount payable by the Town pursuant to the terms of the Settlement Agreement and General Release in the matter of Walker v. Town of Hempstead (the "Purpose") for Part Town – Highway Fund. The Purpose is payable from the Part Town – Highway Fund Tort Liability Account. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$800,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$800,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 2. Serial bonds of the Town in the principal amount of \$800,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

- (a) The period of probable usefulness of the aforesaid class of objects or purposes for which said \$800,000 serial bonds authorized pursuant to this resolution are to be issued, within the limitations of subdivision 33(a) of paragraph a of Section 11.00 of the Law, is five (5) years.
- (b) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be obligations of the Town, payable as to both principal and interest by general tax levied and collected from all the taxable real property within the Town without limitation of rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein

Item # _____ 14

Case # _____ 19246

authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 7. This Resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 1 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 8. This bond resolution shall take effect immediately, and the Town Clerk is hereby directed to cause this bond resolution to be published, in full or in summary form, in "LONG ISLAND BUSINESS NEWS", a newspaper published in Ronkonkoma, New York, having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____, SUPERVISOR
ANTHONY J. SANTINO

DOROTHY L. GOOSBY

EDWARD A. AMBROSINO

BRUCE A. BLAKEMAN

ERIN KING SWEENEY

ANTHONY D'ESPOSITO

DENNIS DUNNE, SR.

The resolution was thereupon declared duly adopted.

AYES:

NOES:

* * * * *

CASE NO.

RESOLUTION NO.

Adopted:

resolution and moved its adoption: offered the following

RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE
EQUIPMENT FROM THE DEPARTMENT OF CONSERVATION
AND WATERWAYS

WHEREAS, certain inventory held at the Department of Conservation and
Waterways has become obsolete in its primary function:

Obsolete Vehicles:

1988- Chevrolet Box Truck V.I.N. #1GCJP32J3J3312708
2010 A.M. General Tractor 6X6 MFG #0T-5814-66-10252
1968 A.M. General 6X6 V.I.N. #04192071052523527
1979 Caterpillar Dump V.I.N. #D2502015
2009 Ford Ranger Pick-Up V.I.N. #1FTLR1FE0APA00729

Obsolete Equipment:

10KW Generator Model #MEP-003AAS
1979 AMC Forklift Serial #113220
1989 Crane Serial #9876
1968 Buoy Tender Aluminum Boat Registry #1256
Grove Crane Model #RT58B Serial #45387

WHEREAS, the Commissioner of the Department of Conservation and
Waterways advises the Town Board that the said equipment should be declared obsolete
and auctioned as per the regulations and guidelines of the Town of Hempstead
Department of Purchasing;

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Conservation and Waterways be and
hereby is authorized to declare the previous listed equipment obsolete; and

FURTHER RESOLVED, that monies received from auction of said
obsolete equipment shall be deposited into the appropriate town fund.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 18081

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

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

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

WHEREAS, the Commissioner of the Department of General Services further advises this Town Board that he believes that this equipment has no value either as equipment to be used for other purposes or as salvage, and has indicated that the Department of General Services equipment identities have been so judged:

Mark Industries – Aerial Lift
Model Number P20 DC – Serial Number 682P2708

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 18081

CASE NO.

RESOLUTION NO.

Adopted:

resolution and moved its adoption: offered the following

**RESOLUTION RATIFYING AND CONFIRMING A CONTRACT
FOR COMMERCIAL GENERAL LIABILITY INSURANCE FOR
BAY HOUSE LEASES LOCATED IN THE TOWN OF HEMPSTEAD.**

WHEREAS, the Town Of Hempstead has twenty-nine (29) leases involving property owned by the Town Of Hempstead and leased to owners of certain structures known as bay houses; and

WHEREAS, the Town of Hempstead requires a general liability insurance policy to cover the existing bay houses; and

WHEREAS, the Town Of Hempstead obtained a policy from Stack Insurance Agency, located at 560 Broadhollow Road, Melville, New York 11747; and

WHEREAS, it would appear to be in the public interest to have the leases covered by liability insurance;

NOW, THEREFORE, BE IT

RESOLVED, that the policy obtained from Stack Insurance Agency, to cover twenty-nine (29) bay houses is hereby ratified and confirmed by this Town Board; and

BE IT FURTHER RESOLVED, that the premium shall not exceed \$17,351.76, shall be assessed equally among all bay house leases, and shall be paid out of General Fund Insurance Account Code 010-001-1910-4070.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16

Case # 16452

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: **163025**

Bill To: **Town of Hempstead Department of Conservation & Wat**
 Conserv & Waterways
 P.O. Box 180
 Pt Lookout NY 11569

Contact Code: TOWNOFHE
 Agency Contact: MICHELLE

Invoice Date	Agent	Due Date	Effective Date	Expiration Date
6/19/2017		7/5/2017	7/25/2017	7/25/2018

Type	LOB	Company	Policy Number	Reference	Amount
REN	LIABI	QUA	NN270664	29 Bay houses - Town of Hempstead Department of Con	\$16,500.00
CFE	LIABI	QUA	NN270664	Company Fee - Town of Hempstead Department of Con	\$225.00
CTX	LIABI	QUA	NN270664	Company Tax - Town of Hempstead Department of Con	\$626.76

PLEASE MAKE CHECK PAYABLE TO:
 STACK INSURANCE AGENCY LLC

Invoice Total: **\$17,351.76**

PAYMENTS DUE UPON RECEIPT

Approved:

[Signature]
 Billy F. Kouvatsos
 Supervisor's Office
 Dated: 7/14/17

APPROVED
[Signature]
DIRECTOR OF PURCHASING

APPROVED
 By *[Signature]* Date 7/13/17
7/5/17
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

[Signature] Approved
 Commissioner of
 Conservation & Waterways

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
 DATE 6/29/17

**Stack Insurance Agency LLC
555 BROADHOLLOW RD-270
MELVILLE, NEW YORK 11747**

NOTICE OF EXCESS LINE PLACEMENT

Town Of Hempstead Dept Of Conversation Waterways	PO BOX 180 PT. LOOKOUT, NY 11569
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Date: 06/19/2017

Consistent with the requirements of the New York Insurance Law and Regulation 411 TOWN OF HEMPSTEAD DEPT OF CONSERVATION & WATERWAYS 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 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. (

¹⁾ are fully earned from the Re: Policy No .Insurer MORGAN N EDWARDS

Policy Premium ⁽¹⁾	\$ 16,500
<u>Insurer Imposed Charges:</u>	
Policy Fees ⁽¹⁾	\$
Inspection Fees ⁽¹⁾	\$
Excess Line Tax (3.6%) ⁽¹⁾	\$ 594.00
Stamping Fee ⁽¹⁾	\$28.05
COMPANY Fee ⁽¹⁾	\$ 100.00
Inspection Fee ⁽¹⁾	\$

Total Policy \$17,222.05

Signature of Insured: 

FLAT CANCELLATION 25% FULLLY EARNED IF NOT TAKEN OR CANCELLED MID TERM

⁽¹⁾= Fully earned ⁽²⁾= Taxes and stamping fees are calculated on the portion of the risk located in N.Y. only

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE PAYMENT
OF PUBLIC SAFETY INSURANCE PREMIUM.

WHEREAS, the New York General Business Law requires all municipalities maintaining public safety departments to carry liability insurance covering the actions of public safety officers, security aides and security personnel; and

WHEREAS, the Town in compliance with this statute has obtained a quote from Berkley Assurance through the Town's broker, Marsh U.S.A., Inc., in the amount of \$10,377.00 for the policy period of July 1, 2017 to July 1, 2018; and

WHEREAS, it is in the best interest of the Town to obtain this insurance;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to make payment of the required insurance premium in the amount of \$10,377.00 (\$10,000.00 premium and \$377.00 New York State surplus lines tax) to Marsh U.S.A. Inc., P.O. Box 417724, Boston, MA 02241-7724 with such payment to be made from Account No. 010-001-1910-4070.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

17

Case #

16452

CASE NO.:

RESOLUTION:

Adopted:

Council
moved its adoption:

offered the following resolution and

RESOLUTION AUTHORIZING THE ASSIGNMENT OF BAY
HOUSE LEASE IN ACCORDANCE WITH CHAPTER 164-4F
OF THE TOWN CODE.

WHEREAS, Chapter 164 of the Code of the Town of Hempstead pertaining to
Public Wetlands Preservation enabled the town to establish rules and regulation for Wetlands
Management; and

WHEREAS, it has been demonstrated that the remaining bay houses may have
significant historical and cultural value reflecting the Town's maritime history; and

WHEREAS, Chapter 164-4F the Town Code permits the assignment of bay house
leases to family members or qualified caretakers; and

WHEREAS, appropriate documentation has been submitted to the Commissioner
of the Department of Conservation and Waterways to transfer Lease No.738 to Terese Pizza; and

WHEREAS, it is in the best interest of the Town of Hempstead to enter into bay
house Lease No.738 with the family member Terese Pizza for the period remaining on the
current lease;

NOW, THERFORE, BE IT

RESOLVED, that the Commissioner of the Department of Conservation and
Waterways is authorized to execute lease with family member Terese Pizza for bay house Lease
No. 738.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18
Case # 235

NOTICE OF TRANSFER

I, ROBERT PYZESKI, leaseholder of bay house 738
leaseholder lease #
request that my lease be transferred to TERESE PIZZA who resides a
transfer person's name
42 NASSAU AVE, FREEPORT in the town of HEMPSTEAD
address town
in the state of NEW YORK
state

Transfer of my lease is allowed either by a notarized letter from me authorizing the transfer, or upon my death.

Robert Pyzeski
signature of leaseholder

5-29-96
date

Terese Pizza
signature of transfer person

5-29-96
date

ACKNOWLEDGMENTS

STATE OF NEW YORK

COUNTY OF New York

On this 29th day of May, 1996, before me personally came ROBERT PYZESKI and TERESE PIZZA to me known (or satisfactorily proven) to be the individual(s) in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same.

Patricia A. Otis
Notary Public

My commission expires: 12/21/97
date

SEAL

PATRICIA A. OTIS
Notary Public, State of New York
No. 4015700
Qualified in Suffolk County
Commission Expires Dec. 21, 1997

THIS AGREEMENT, between

TOWN OF HEMPSTEAD, a municipal corporation, with its principal offices at Hempstead Town Hall, Town Hall Plaza, Main Street, Hempstead, County of Nassau, New York, as Landlord,

and Terèse Pizza
residing at 42 Nassau Ave., Freeport, NY 11520

as Tenant

WITNESSETH

The landlord hereby leases to the Tenant the following premises:

West side of East Crow Island and Horse Race Channel

for the remainder of the term of twenty (20) years commencing from the 1st day of January, 2015 and to end on the 31st day of December 2034, to be used and occupied only for maintaining a bay house, upon the terms and conditions, covenants and reservations, and in accordance with the Town Code 164-4F and 168, as follows:

Definition of Terms - within the context of this lease the following terms shall have the following meanings:

Default: A failure to comply with a covenant(s) of this lease, which can be justified and therefore excused.

Breach: A deliberate or serious failure to comply with a covenant of this lease and for which there is no justification or excuse;

Covenant: The conditions set forth and agreed to in this lease.

SECTION 1 - BREACH

Covenants of this lease for which any violation thereof will constitute a breach - as defined above - and the consequences and procedures, if not otherwise defined in this section, are included herein:

A. That the Tenant shall pay the annual rent according to the following schedule:

1 - 5 years	\$810.00
6 - 10 years	\$860.00
11 - 15 years	\$910.00
16 - 20 years	\$960.00

to be paid each year within thirty (30) days of notification that the rent is due to the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead.

B. That the Tenant shall not assign this agreement or sublease the premise or any part thereof; or accept compensation or a gratuity for the use of; or occupy or permit or suffer the same to be occupied for any purpose other than that expressly granted, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term thereof shall immediately cease and terminate as if it were the expiration of the original term.

C. That all toilet waste disposal facilities which cannot be connected to a public sewer, shall empty into a watertight container and the contents disposed of in a manner acceptable to the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead.

D. The Landlord hereby reserves to the inhabitants of the Town of Hempstead the right to gun and fish in the creeks, and waters adjoining the above-described lands, together with the rights and privileges to said inhabitants to land with their boats and cross and recross over said lands, except where such property is occupied by improvements including walkways and docks and/or enclosed by the Tenant.

E. It is further understood and agreed that this lease is made upon the express condition that should the Landlord grant, convey, or releases to the Government of the United States, or the County of Nassau, or the State of New York, or itself, all or any portion of the within leased premises, that the rent shall be paid up to the time of such conveyance and release; then and from thenceforth, this lease shall terminate and come to an end, and the Tenant shall be entitled to receive a proportionate deduction for all rent paid beyond the time of such conveyance and release. It being understood that the Landlord must notify the Tenant of such intent, and no right of action for damages or otherwise shall accrue to the Tenant by reason of the termination of the lease as herein provided.

F. It is understood and agreed between the parties hereto that the Tenant will pay all taxes and assessments levied, or which may be hereafter levied, against the leased premises or any part thereof, within thirty (30) days after notification of the same become due and payable.

G. In the case of damage to a well-maintained bay house by natural or other unavoidable causes, and in absence of fraud, the premises can be rebuilt by the lessee under the following conditions:

(1) A notice of intent must be filed with the Commissioner within fifteen (15) days of the occurrence;

(2) The lessee must file for the necessary permits within sixty (60) days of the occurrence;

(3) Once the permits are secured, the lessee has one year to rebuild a weather-tight exterior structure in kind, and in a manner acceptable to the Commissioner, as close to the original as practicable;

(4) If construction will not be completed as per (2), any request for an extension must be received by the Commissioner at least sixty (60) days before the one-year deadline. No extension will be granted without documented proof of a reasonable effort to complete, for example, at least one half structural completion, extreme hardship, etc.

(5) Notwithstanding any foregoing conditions set forth in this paragraph, completion of the final plan must be completed within three (3) years of securing the permits. Thereafter, the project shall be considered abandoned and paragraph 1H will prevail.

H. CONSEQUENCES AND PROCEDURES

(1) that if the said building or structures erected thereon shall be deserted or become vacant during said term, or if any BREACH as specified herein be made in the performance of any of the terms, covenants or conditions herein contained, the Landlord's authorized agent or representative may reenter the said premises by force, summary proceedings, or otherwise, and remove all persons therefrom without being liable to prosecution thereof, and the Tenant hereby expressly waives the service(s) of any notice in writing of intention to reenter, and this lease shall be terminated and the term hereof shall expire, providing five (5) days' notice in writing of the Landlord's said intention is given by certified mail to the Tenant, addressed to the Tenant's address hereinabove set forth; and

(2) then it shall be lawful for the Landlord's authorized agent or representative to enter onto the said premises, and the same to have again, repossess and enjoy; and

(3) The Tenant herein warrants, covenants and represents that upon expiration or termination of this lease or any renewal thereof, to remove at his own cost and expense the buildings and improvements and other property from the leased premises. The Tenant herein further warrants, covenants and represents that if said buildings and improvements and other property are not removed within thirty (30) days after the service of a notice, personally or by mail, upon said Tenant, requesting the removal thereof, the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead may remove said buildings, improvements, and other property from the leased premises and the cost of such removal shall be charged against said Tenant; or the Town may use the property for its own purpose and the former lessee will have no claim against the Town for the unexpired portion of the lease or the value of the building, structures, or improvements.

SECTION II - DEFAULT

Covenants of this lease for which any violation thereof will constitute a default - as defined above - and the consequences and procedures, if not otherwise defined in this section, are included herein:

A. That the Tenant shall not make any addition or alteration to the buildings or structures presently situate on said premises without approval of the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead.

B. That all buildings or structures and utilities situate on said leased premises shall be maintained in a condition acceptable to the Commissioner and subject to periodic inspections; all exterior structures shall be of natural and paintable material and, if painted, the colors shall be barn red, dark green or white, or other approved color only, and as often as required by the Landlord, and in a manner acceptable to the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead.

C. That the Tenant shall not collect and obstruct or encumber the premises by wood or rubbish of any sort on the uplands, nor obstruct or encumber or dispose of the same on the lands lying under water adjacent to the leased premises, and, further, that all rubbish, garbage and combustible waste shall be disposed of in a manner approved by the Commissioner of Conservation and Waterways of the Town of Hempstead.

D. That the Tenant shall prominently display on the house the lease number in contrasting colors at least four inches high and four inches wide, and in such an orientation which facilitates identification from the nearest navigable channel or waterway.

E. And it is mutually understood and agreed that this lease is made subject to the right of the Landlord to carry on its own operations for waterways and public land improvements, and shall be saved and held harmless from any damage or injury which may result therefrom effecting the said premises or to the lessee herein, except where such damage or injury is caused by the conduct of the Landlord's authorized agents or representatives.

F. The said Tenant agrees that the said Landlord and the Landlord's authorized agents or representatives shall have the right to enter onto and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same.

G. Consequences and procedures: It shall be the responsibility of the Commissioner to give the Tenant notification in writing for the default. The Tenant shall have fifteen (15) days to contact the Commissioner to arrange a suitable agreement to correct the conditions specified in the notification, thereafter allowing at least ninety (90) days to make the necessary corrections, weather permitting. Failure to provide a good faith effort to correct those issues within the notification will be considered a breach and as such be subject to Section 1 above.

SECTION III - GENERAL

Covenants of this lease that are general information and procedures:

A. The Tenant agrees to indemnify and save harmless the Landlord from and against all claims, suits and damages, costs, losses and expenses in any matter arising out of the use of leased premises.

B. The Tenant or the Town, at the discretion of the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead, shall obtain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00), naming the Town as the additional insured, in order to protect the Town from actions for damages sustained thereon. The insurance premium is an associated cost of the lease to be paid by the Tenant.

C. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

D. The Landlord does not covenant that the Tenant on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased premises for the term aforesaid.

E. It is understood and agreed that this agreement is subject to the provisions of Chapters 164-4F and 168 of the Code of the Town of Hempstead and it is further understood that the Landlord shall notify the Tenant in writing at least sixty (60) days in advance of any proposed changes to this agreement and/or to the provisions of Chapters 164-4F and 168 of the Code of the Town of Hempstead.

F. And it is further understood and agreed that the covenants, agreements and reservations contained within the agreement are binding on the parties hereto and their legal representatives.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written; the Landlord by the proper officers of the Town of Hempstead, and the Tenant in person.

TOWN OF HEMPSTEAD

APPROVED
By: [Signature] Date: 7/5/17
[Signature]
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

By: [Signature]
Commissioner, Department of
Conservation and Waterways

[Signature]
Terese Pizza

ATTEST:

Town Clerk

APPROVED
[Signature]
DIRECTOR OF PURCHASING

Approved as to form
[Signature]
Deputy Town Attorney
Dated 6/30/17
Approved:
[Signature]
Billy F. Kouvatsos
Supervisor's Office
Dated: 7/11/17

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

On this 11 day of July, 2017 before me personally came Thomas E. Doheny, Jr., to me known and known to me to be the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead, County of Nassau, State of New York, who being by me duly sworn, did depose and say that he resides at 129 Bayside Drive, Point Lookout, New York; that he is the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead, County of Nassau, State of New York, the corporation described in and which executed the above lease, and that he knows the corporate seal of said corporation; that the seal affixed to said lease is such corporate seal; that it was so affixed to said lease by the order to the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

BILLY FRANK KOUVATSOS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KO6226700
Qualified in Nassau County
My Commission Expires September 27, 2018

.....
Notary Public, Nassau County, NY

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

On this 13 day of June, 2017, before me personally came TERESE PIZZA to me known, and known to me to be the individual described in, and who executed the foregoing instrument and acknowledged to me that executed the same.

Rhianina A. Hercules 0/13/17
.....
Notary Public, Nassau County, NY
RHIANINA A. HERCULES
Notary Public, State of New York
No. 01HE6311253
Qualified in Nassau County
Commission Expires September 15, 2018

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM CITY OUTDOOR, INC. AND FURTHER AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF PARKS AND RECREATION TO EXECUTE A COMPANION OUTDOOR ADVERTISING SERVICE AGREEMENT BETWEEN SAID CORPORATION AND THE TOWN OF HEMPSTEAD

WHEREAS, the Town of Hempstead seeks to capitalize on its many and varied park facilities by deriving revenue from the advertising of products and services at certain of such facilities and to enter into an outdoor advertising service agreement to achieve this goal; and

WHEREAS, the Town's Department of Parks and Recreation duly issued a "Request for Proposals" from qualified vendors for the purpose of entering into Outdoor Advertising Service Agreement pursuant to which such vendor would conceive, maintain and administer an outdoor advertising program for certain of the Town's various park facilities with the goal of maximizing the advertising revenues to be realized by the Town through such an adverting program; and

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

- | | |
|---|---|
| 1. City Outdoor, Inc.
1333 Broadway, Suite 506
New York, NY 11018 | Initial five year term with a revenue split of 60% to the Town and 40% to City Outdoor, Inc. at zero cost to the Town with the potential for a single 5-year extension. |
|---|---|

and;

WHEREAS, following a presentation by City Outdoor, Inc. the Commissioner of the Department of Parks and Recreation instructed the Counsel to Commissioner to prepare the terms and conditions of an Outdoor Advertising Service Agreement subject to Town Board authorization and execution by the Commissioner; and

WHEREAS, such proposed Outdoor Advertising Service Agreement is deemed to adequately protect the interests of the Town and its residents by, among other safeguards, reserving to the Town a "veto right" with respect any proposed advertisement and advertiser and the Commissioner recommends to this Town Board that said Agreement be executed by the Commissioner on behalf of the Town; and

WHEREAS, the initial term of the subject Outdoor Advertising Service Agreement will be for five years subject to a renewal term of five years at the discretion of the Commissioner; and

WHEREAS, this Town Board deems it to be in the Public Interest to enter into this Outdoor Advertising Service Agreement with City Outdoor, Inc.;

NOW, THEREFORE, BE IT

RESOLVED, that the proposal submitted by City Outdoor, Inc. of New York, New York be and hereby is accepted and the Commissioner of the Department of Parks be and he hereby is authorized to execute the proposed Outdoor Advertising Service Agreement with City Outdoor, Inc. including any and all related documentation as may be required in connection therewith for the implementation of an outdoor advertising program for the Town's various park facilities for an initial term of five years.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item # 19

Case # 29738

Outdoor Advertising Service Agreement

THIS AGREEMENT (hereinafter referred to as the "Agreement" or the "Service Agreement") is made as of this _____ 2017, by and between the Town of Hempstead, hereinafter called the ("Town"), a municipal corporation of the State of New York, located in the County of Nassau, acting by and through the Commissioner, hereinafter called the ("Commissioner"), of the Town's Department of Parks and Recreation, hereinafter called the ("Department"), having its principal office at 200 North Franklin Street, Hempstead, NY 11550, and City Outdoor, Inc. an independent contractor, with its usual place of business at 1333 Broadway, Suite 506, New York, NY 10018 hereinafter called the ("Service Provider").

WHEREAS, the Town exercises jurisdiction and control over Town Parks as well as certain beach, pool, marina and parking facilities located within its boundaries (collectively the "Town Park Facilities"); and

WHEREAS, the Town desires to enter in a service agreement with a qualified vendor to conceive, plan, design, construct, maintain and administer an outdoor advertising program for each of the Town Park Facilities listed on Schedule "A" annexed to this Agreement and made a part hereof the ("Outdoor Advertising Program"); and

WHEREAS, the Service Provider desires to conceive, plan, design, construct, maintain and administer an Outdoor Advertising Program for each of the Town Park Facilities set forth on Schedule "A".

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

ARTICLE ONE: The Town hereby retains the Service Provider to conceive, plan, design, construct, maintain and administer an Outdoor Advertising Program for each of the Town Park Facilities listed in Schedule "A" subject to all of the terms and conditions herein contained. The initial term of this Agreement is for five (5) years, commencing as of August 1, 2017, and ending on July 31, 2022 at midnight, provided, however, that the parties do not terminate this Agreement prior thereto either by mutual agreement or for cause or as otherwise provided herein. The Town will consider a five (5) year term extension after the Commissioner receives a written request therefore from the Service Provider. Said request for such five (5) year extension shall be made no later than December 31, 2021, and the extension will be granted or rejected based upon the sole discretion of the Commissioner. The financial terms (including the "fixed monthly revenue payment" and the "percentage override" as more particularly set forth in Article Two),

for any such term extension that is granted shall be subject to good faith negotiations between the parties. The Service Provider's proposed financial terms for the course of the extended term shall be submitted by the Service Provider along with the requisite request for an extension and shall be finalized through negotiation prior to the expiration of this Agreement. The Commissioner shall, if he/she determines it to be in the best interest of the public, have the right to extend the term of this Agreement after the termination date in anticipation of an extension for a period he/she deems appropriate in order to complete the subject payment negotiations.

The Service Provider hereby agrees and covenants with the Town that it will, subject to the Town's prior written approval, conceive, plan, design, construct, maintain and administer an Outdoor Advertising Program for each of the Town Park Facilities set forth in Schedule "A" according to the terms and conditions of this Agreement and fully perform all obligations thereunder. The parties hereby acknowledge and confirm their respective understanding, commitment and intent to expand the initial list of six (6) Town Park Facilities set forth in Schedule "A" as marketplace circumstances warrant over the term of this Agreement including any extensions thereof.

ARTICLE TWO: During the first year of this Agreement the parties shall split the advertising revenues yielded from the Town's Outdoor Advertising Program as follows: following the initial recoupment by the Service Provider of its documented and verifiable capital investment expenditures necessary to commence the Outdoor Advertising Program (which are set forth on Schedule "B" and shall be capped at \$50,000.00, i.e., Service Provider shall under no circumstances be entitled to recoup more than \$50,000.00 in year one of this Agreement even in the event that its initial capital investment in the Outdoor Advertising Program in year one exceeds \$50,000.00), the parties shall divide the Program's first year's advertising revenues by allocating 60% thereof to the Town and 40% to the Service Provider. Service Provider shall also be entitled to recoup its documented and verifiable capital investment expenditures in year two, which shall be capped at \$22,500.00. Any year beyond year two that has capital growth requirements to expand the "banner" program or invest in a new media product, will be approved by the Town in writing before any commitment is made by the Service Provider with the payment provided in the same manner as year one and two.

By way of example, following the recoupment of Service Provider's initial capital investment costs as specified in the above paragraph: (i) if the Service Provider succeeds in selling 150 banners per month at a cost of \$500 each per month the total monthly advertising revenue generated would equal \$75,000.00, of which 60% or \$45,000.00 would be paid to the Town; and (ii) if the Service Provider succeeds in selling 300 banners per month at the same price of \$500 per month, the total monthly advertising revenue generated would equal \$150,000.00 of which 60% or \$90,000.00 would be paid to the Town.

With respect to the division of advertising revenues yielded by the Outdoor Advertising Program in years two through five of the initial term of this Agreement, the parties agree to review and

analyze in good faith the preceding year's advertising revenues and then Service Provider shall pay the Town a "fixed monthly revenue payment" accompanied by a "percentage override payment". The "percentage override payment" will consist of the difference between the "fixed monthly revenue payment" and the 60% portion of the revenue split otherwise due to the Town.

The "fixed monthly revenue payment" shall be calculated as follows: With regard to Year 2, the Town will receive a fixed monthly payment from Service Provider equal to 1/12 of 80% of the Town's portion of the net revenue generated in Year 1. For example, if the net revenue generated in Year 1 is \$500,000 the percentage share to the Town would be 60% or \$300,000. Based on this amount, during Year 2, the fixed monthly payment to the Town would be equal to 1/12 of 80% of \$300,000 or \$20,000 per month plus the "percentage override payment". With regard to Years 3-5, the net revenue generated from the previous year would be revisited and the same calculated formula would be applied. Each month's fixed payment would be 1/12 or 80% of the Town of Hempstead's portion of the net revenue generated during the previous year plus the "percentage override payment".

The Service Provider hereby covenants and agrees to make any and all such specified monthly payments to the Town on or before the tenth (10) day of each month without notice, demand, offset or deduction at the Town's office address during the term of this Agreement inclusive of any extension thereof.

ARTICLE THREE: During the term of this Agreement (inclusive of any extensions thereof) and for a period of one (1) year thereafter the Service Provider shall maintain proper books of account and financial statements relevant to the management, operation and administration of the Town's Outdoor Advertising Program together with all supporting or underlying documents and materials.

Furthermore, during the term of this Agreement (inclusive of any extensions thereof) and for a period of one (1) year thereafter, the Town shall have the right, at its own costs and expense, to conduct or cause to be conducted, a reasonable audit of the data, books and records and other pertinent information of the Service Provider directly or indirectly related to its management, operation and administration of the Town's Outdoor Advertising Program, including, without limitation, for purposes of disputing the calculation of any fees paid or owed by the Service Provider to the Town hereunder.

The Town shall provide at least then (10) business days advance notice of any such audit, and shall conduct such audit during normal business hours and in such a manner so as to reasonably minimize disruptions to the Service Provider. If the Service Provider objects to the scope of any such audit requested, the parties shall work together, in good faith, to mutually reach agreement on the proper scope of such audit.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Town may recoup the costs of the audit work from the Service Provider. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Service Provider's invoices and /or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Town's findings to the Service Provider.

ARTICLE FOUR: The Service Provider shall provide at its sole cost and expense all materials, supplies, advertising services, and related staffing as well as any and all permits as required by federal, state or local authorities which may be necessary to carry out the terms of this Agreement. Any and all materials and supplies purchased by Service Provider as part of its initial capital investment, i.e., metal bracket fittings for the advertising banners, shall become the property of the Town and shall be retained by the Town upon the termination of this Agreement.

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

ARTICLE SIX:

The Service Provider makes the following representations and warranties to the Town and confirms that the Town is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereunder:

1. That it will (subject to the prior written approval of the Town) conceive, plan, design, construct, maintain and administer an Outdoor Advertising Program for each of the Town Park facilities identified on Schedule "A" attached hereto and made a part hereof, all in accordance with industry best practices and with a stated goal of maximizing the associated advertising revenue to be realized by the Town as a result thereof.
2. That the initial phase of the Outdoor Advertising Program shall consist of 8' by 3' Advertising Banners which will be placed on existing lamp poles in the Town Park Facility parking lots set forth in Schedule "A".
3. That it shall comply with all applicable ordinances of the Town and the laws and regulations of the County of Nassau, the State of New York and all Federal Laws, and save and hold harmless the Town from and against any and all claims and actions related thereto, and pay any and all reasonable attorney's fees actually expended by the Town in defense thereof.

4. That it shall timely furnish the Town with copies of all advertising media contracts and in that regard, Service Provider hereby acknowledges and confirms that the Town shall have a “veto right” with respect to any and all advertisers proposed by Service Provider from time –to- time to participate in the Outdoor Advertising Program.

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

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

ARTICLE EIGHT: Service Provider acknowledges that it neither has, nor obtains any rights, whether at law or in equity, to extend this Agreement beyond the initial five (5) year term. Service Provider further acknowledges that it has obtained no property rights in any property of the Town, whether real or personal, by virtue of this Agreement and hereby agrees and covenants with the Town that it will not pursue any claim for deprivation of property rights or other rights by virtue of the expiration of this Agreement.

ARTICLE NINE: In the event of any material deficiencies, breaches or violations of this Agreement by the Service Provider, (including, without limitation, the failure to provide outdoor advertising services as contemplated by this Agreement to the satisfaction of the Town as determined in the sole discretion of the Commissioner), a thirty (30) calendar day notice will be given to the Service Provider by the Town or Commissioner to correct such deficiencies, breaches or violations. In the event that the Service Provider fails to correct such deficiencies, breaches or violations within this thirty (30) calendar day period, to the reasonable satisfaction of the Commissioner, the Town may terminate this Agreement and hold the Service Provider liable for all reasonable costs including, without limitation, reasonable legal fees actually paid related to such termination and all costs and expenses incurred by the Town in conjunction with the re-contracting of another advertising service provider or the Town’s self-operation of the Outdoor Advertising Program. If, due to any decision of a court of competent jurisdiction, the Town shall be directed to provide a third party with the right to manage, operate and administer the Outdoor Advertising Program contemplated hereunder then (a) the Town may cancel this Agreement on thirty (30) calendar days written notice, (b) Service

Provider shall immediately cease rendering services hereunder, (c) the Service Provider shall be responsible, at a minimum, for all advertising revenue fees due the Town for the time the Service Provider rendered services under the Agreement, and (d) Service Provider waives any actions against Town, or any of its officers, agents, and employees for damages as a result of cancellation for such reasons.

ARTICLE TEN:

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

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

The Service Provider shall procure at the Service Provider's sole cost and expense all permits or licenses necessary for the legal operation and execution of the Agreement, including, without limitation, the operation and management of the Town's Outdoor Advertising Program. If the Town requires any advertising permit, installation/building permit those fees will be waived by the Town to the Service Provider.

3. The Service Provider hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official in the operation of this Agreement; any such interference shall not relieve the Service Provider from any obligation hereunder unless the public agency could prevent the Service Provider from executing the advertising program in the designated sites in Schedule "A" and "B" of this Agreement.
4. Nothing herein contained shall constitute the Service Provider or the Service Provider's employees as agents or employees of the Town, it being the intention of the parties that Service Provider is and shall remain an independent contractor of the Town and that each shall be responsible for the supervision and control of their respective operations, including, without limitations, supervising and controlling their own personnel if any.
5. It is expressly understood and agreed by and between the parties hereto that the officers and agents of the Town and the Department and its officers and agents are acting in a representative capacity for the Town and not for their own benefit, and that the Service Provider, shall not have any claim against them or any of them as individuals in any event whatsoever.
6. The Service Provider shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or of its right, title, or interest herein, or its power to execute such Agreement, or assign the obligation to make payment of all or any portion of the money that may be due the Town or become due under the terms hereof to any other person, company or corporation without the previous consent, in writing, of the Commissioner. There shall be no change of officers or directors or members or partners or transfer of a stock certificate, or any interest in the corporation, limited liability company or partnership, as may be the case, whatsoever, without the prior written consent of the Town.
7. All notices and orders given to the Service Provider may be served by mailing the same by certified mail, return receipt requested or by hand delivery to the Service Provider at the address hereinbefore set forth. All notices required to be given to the Town may be served by mailing the

same to the Town by certified mail return receipt requested, or delivering a copy thereof to: Town of Hempstead, Department of Parks & Recreation, 200 North Franklin Street, Hempstead, New York, 11550-1390, Attn: Office of the Commissioner.

8. This Agreement shall only be modified or canceled in writing, executed by the parties hereto and approved by (1) the Commissioner and (2) the Town Comptroller as to financial safeguards, and upon such terms and conditions as may be mutually agreed upon between the Service Provider and the Town. However, no such modification or cancellation shall be effective until so executed and approved.
9. The Town reserves the right to terminate this Agreement forthwith at any time in the event of a default, breach, or violation by the Service Provider of any of the following provisions of this Agreement. If the Service Provider or any of its officers, directors, or corporate shareholders, members or partners, as the case may be, become convicted of a felony or commits an act of moral turpitude, it shall be grounds for immediate termination and the Town shall have, at the Town's option, the right to: (i) call upon the Service Provider to complete this Agreement, (ii) draw upon any Performance Bond or take any other action deemed appropriate and necessary against and/or upon any form of collateral or surety guaranteeing or securing performance and (iii) hold the Service Provider responsible for damages the Town suffers. Service Provider expressly waives any and all claims for damages and loss against the Town, or its officers, employees and agents, for or on account of any act done, caused to be done, or their failure to for any act, in exercising any or all these rights.
10. In the event that during the term of this Agreement the functions and duties of the Department are transferred to a new or other department of the Town, then in that event, the said new or other department will assume the functions, rights and duties of the Department hereunder.
11. The Town's failure to insist upon strict compliance of any term, condition, or covenant herein contained shall not be deemed a waiver of that term, condition or covenant; nor shall any waiver in writing amendatory to the written Agreement be deemed a waiver for any date, time, place or purpose not contained within such amendatory agreement.
12. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, unenforceable, illegal, unconstitutional or against public policy, such findings shall not affect the remainder of this Agreement, and every other term or provision of this Agreement shall be deemed valid and be enforced to the fullest extent permitted by law.

13. The Service Provider represents and warrants that, unless exempt, it has, and/or will file with the Town Clerk the verified Public Disclosure Form and shall file an updated statement with the said Clerk on or before the 31st day of January in each year of this Agreement's duration. The Service Provider acknowledges that such filing is in a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the Town shall be entitled, upon its determination that such breach has occurred, to damages, in addition to all other legal remedies.
14. The Service Provider represents and warrants that it has not offered or given to any official, employee or agent of the Town, New York State, or any political party, with the purpose or intent of securing favorable treatment with respect to the awarding or amending of this Agreement, or the making of any determinations with respect to the performance of this Agreement, and that Service Provider has read and is familiar with the Town's Code of Ethics and Article 18 of the General Code Municipal Law.
15. The Service Provider represents and warrants that it is not in arrears to the Town upon any other debt or contract and is not in default, nor has ever defaulted as a surety, contractor, licensee or otherwise, on any obligation to the Town.
16. If at any time prior to the date herein fixed as the termination of the term of this Agreement, there shall be filed by or against Service Provider, or any officer, director, shareholder, member or partner of the Service Provider, in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Service Provider's property, and within thirty (30) days thereof Service Provider fails to secure a discharge of, or if Service Provider makes an assignment for the benefit of the creditors, or a petition for or enters into an arrangement, this Agreement shall ipso facto be canceled and terminated and in which event neither Service Provider nor any person claiming through or under Service Provider or by virtue of any statute or of an order of any court shall be entitled to beneficial use of or interest in this Agreement.
17. The Service Provider agrees to assign a senior level account executive consistent with criteria set forth in the RFP as well as other employees, satisfactory to the Town, during the performance of this Agreement. If at any time the Town notifies the Service Provider that it has determined that any account executive or other assigned employee is unsatisfactory in that his/her employment is detrimental to the best interest of the Town's

Outdoor Advertising Program, the Service Provider shall be required to replace him/her with one that is satisfactory to the Commissioner at the earliest possible date.

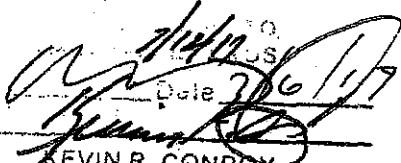
18. The Service Provider agrees to be responsible for the loss or damage to Town property or the replacement of such property caused by employees of the Service Provider and/or employees or contactors of the company's whose products or services are being advertised.

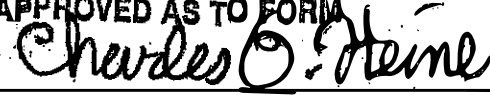
19. It is understood that this Agreement is not formally binding until the Agreement is ratified by the Town Board Resolution that is duly signed by the Supervisor or Commissioner of the Town or by another representative duly appointed by the Supervisor of the Town.

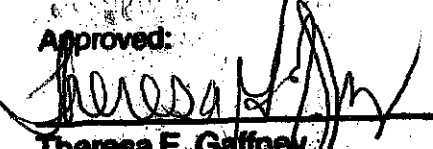
ARTICLE ELEVEN: Agreement Documents – The performance of this Agreement shall be subject to the provisions of the following documents, all of which are either attached hereto or are incorporated herein by reference as though an integral part of this Agreement. Where there is any inconsistency between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

1. This Agreement and the Exhibits thereto, the
2. The Request for Proposals ("RFP") inclusive of the Service Provider's submitted proposal
3. Certificates of Insurance

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


Date 7/26/17
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO FORM

SENIOR DEPUTY TOWN ATTORNEY
DATE 6/29/17

Approved:

Theresa E. Gaffney
Executive Assistant
Dated: 7/13/17

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

TOWN OF HEMPSTEAD

(TOWN SEAL)

Commissioner Michael J. Zappolo

STATE OF NEW YORK)

) ss.:

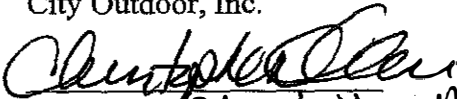
COUNTY OF NASSAU)


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

Notary Public

(CORPORATE SEAL)

City Outdoor, Inc.


By: Name Christopher Carr
Title: COO

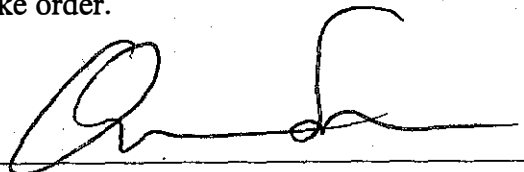
APPROVED

Commissioner
Dept.-Parks & Recreation
Date 6/29/17

STATE OF NEW YORK)

NY) ss.:

COUNTY OF ~~NASSAU~~)

On the 27 of June 2017 before me personally came Christopher Carr, to me known, who being by me duly sworn, did depose and say that he/she resided at 1333 Broadway NY NY, 10018 and that he/she is the COO of City Outdoor, Inc., the corporation described in and which executed the foregoing Agreement; that he/she knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his name thereto by like order.



Notary Public

AMI SASSON
Notary Public, State of New York
No. 01SA6118400
Qualified in New York County
Commission Expires Nov. 8, 2020

**“Schedule A”
Town of Hempstead
Outdoor Advertising Program
Town Park Facilities**

YEAR ONE TOWN PARK FACILITIES: Parking lots at the following LIRR stations: (I) Baldwin, (II) Bellmore, (III) Merrick, (IV) Oceanside, (V) Seaford, and (VI) Wantagh

YEAR TWO TOWN PARK FACILITIES (TBD):

YEAR THREE TOWN PARK FACILITIES (TBD):

YEAR FOUR TOWN PARK FACILITIES (TBD):

YEAR FIVE TOWN PARK FACILITIES (TBD):

Schedule B”
Projected Capital Investment Costs

- Year 1 – Initial cost of capital in Year 1, used to set up the 6 Town of Hempstead LIRR parking lots will not exceed \$50,000.
 - a. Cost of Hardware sets for 300 existing light poles: \$27,500
 - b. Cost of installation of Hardware on the 300 light poles: \$17,500
 - c. Estimated Engineer Fees (if needed): \$5,000.

- Year 2 – Build out of recreational sites. Estimated at 150 additional advertising banners.
 - a. Cost of Hardware sets for 300 existing light poles: \$13,750.
 - b. Cost of installation of Hardware on the 300 light poles: \$8,750.

EXHIBIT A

INSURANCE

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

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

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

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

CASE NO.

RESOLUTION NO:

ADOPTED:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF HIGHWAYS TO EXECUTE AN AGREEMENT WITH RICHARD W. GRIM INC. FOR THE USE AND OCCUPANCY OF A PORTION OF TOWN-OWNED PROPERTY LOCATED AT WANTAGH AVENUE, WANTAGH, NEW YORK

WHEREAS, the Town of Hempstead is the owner to a certain parcel of real property Southern Part of Section 51 Block 416 Lot 10 located at Wantagh Avenue, Nassau County, Wantagh, New York; and

WHEREAS, an area measuring approximately 40' x 80', as part of the subject parcel of real property is the subject of a request, for the use and occupancy by Richard W. Grim Inc. (hereinafter referred to as "Permittee"), P.O. Box 875, Remsenberg, New York 11960; and

WHEREAS, the Commissioner of Highway Department has advised this Town Board that the Town has adequate storage facilities for Town-owned property at Wantagh Avenue, Wantagh, New York, and has the capacity for the subject parcel to be used for the storage of equipment and supplies, loading and unloading of materials, and associated requirements related to the Town of Hempstead Road Improvement Projects; and

WHEREAS, Richard W. Grim Inc., P.O. Box 875, Remsenberg, New York 11960 has offered an agreement whereby they will pay for the Town of Hempstead the sum of \$1,500.00 quarterly commencing July 1, 2017, and termination upon notice by the Town of Hempstead that the parcel is required for Town purposes, as a permit fee for the use and occupancy of the subject parcel; and

WHEREAS, the Commissioner of Highways has advised this Town Board that the use and occupancy of the subject parcel during the time that it is not needed for Town purposes will be in the public interest and the permit fee is deemed to be fair and reasonable and consistent with past permit fees for the use and occupancy of a Town of Hempstead parcel;

NOW, THEREFORE, BE IT

RESOLVED, that upon execution of the agreement by the Permittee, the Commissioner of Highways be and he hereby is authorized to enter into an agreement with Richard W. Grim Inc., P.O. Box 875, Remsenberg, New York 11960 for the use and occupancy of a certain parcel of real property located at the Town of Hempstead Highway Department Facility, Wantagh Avenue, Wantagh, New York, commencing on July 1, 2017 and revocable at the will of the Town of Hempstead, at a permit fee of \$1,500.00 quarterly, in accordance with the terms and conditions of the permit agreement for use and occupancy of Town owned property; and

The foregoing resolution was adopted upon roll as follows:

AYES:

NOES:

Item # 20
Case # 29740

TOWN OF HEMPSTEAD

PERMIT FOR USE AND OCCUPATION OF TOWN OWNED PROPERTY

WHEREAS, Richard W. Grim, Inc., Post Office Box 875, Remsenberg, New York 11960 has applied to the Town of Hempstead and its Highway Department, for permission to use and occupy certain land as more fully described hereinafter, located on property owned by the Town of Hempstead, situation on the West Side of Wantagh Ave, Southern. Part of SEC.51 BLK.416 LOT. 10 North of Jerusalem Avenue, Nassau County, Wantagh, New York measuring approximately 40' x 80' yielding 3200 Square Feet" hereinafter described as the "Proposed Area for Use and Occupancy Permit Agreement".

WHEREAS, the use and occupancy of said land will not interfere with the use of these premises and facilities by the public or by the agents, servants and/or employees of the Town of Hempstead;

WHEREAS, the Permittee is willing to abide by and carry out the conditions and regulations of this Permit which shall not be considered a lease, but merely a license revocable on notice;

WHEREAS, the Permittee has offered a proposal to the Town, whereby they will pay to the Town of Hempstead the sum of \$1,500.00 quarterly, commencing on July 1, 2017, and terminating upon notice by the Town of Hempstead that the parcel is required for Town purpose, as a permit fee for the use and occupancy of the subject parcel;

NOW THEREFORE, in consideration of the covenant, restrictions and demands contained herein and other good and valuable consideration, the Permittee shall have the right to use and occupy the Town-owned property as requested in the fore-going application, and at the particular location described therein, pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all forming a part hereof; to wit:

CONDITIONS AND REGULATIONS

1. NO ASSIGNMENT OR TRANSFER: This permit shall not be assigned or transferred without the prior written consent of the Commissioner or Deputy Commissioner of Town of Hempstead Highway Department, provided however that any Tenants or subtenants of Permittee or the suppliers thereof shall have the right to use the Area pursuant to this Permit.

2. USE OF PROPERTY: The property covered by this Permit as described above shall be used only for the purpose of the storage of equipment and supplies, loading and unloading of materials, and associated requirements of the "Permittee" all related to the Town of Hempstead Public Works Projects.

3. USE BY TENANTS OF PERMITTEE: It is understood and agreed that: Permittee will receive materials by deliveries to/and from the Area; Permittee or its tenant or subtenant shall have the right to rope off the area during business hours; that the operators of vehicles who deliver such materials shall leave their motor vehicles in the Area in the course of such deliveries; that it shall be the responsibilities of the Permittee or the Tenant of Permittee; and that the Permittee or its Tenants or subtenants are obligated to repair or otherwise maintain the Area.

4. TERM-VACANY: This Permit shall remain in effect unless terminated by the Town of Hempstead. Permittee hereby agrees to vacate the property herein referred to on demand unless the term of such permit shall be extended in writing by the Town of Hempstead Highway Department.

5. INSURANCE: Permittee or its Tenant shall furnish with the application herein, a certificate of liability insurance issued to and covering the liability of the Town of Hempstead and Permittee, with respect to the ownership and use of the property covered by this permit. The limits of liability in such policy shall not be less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident and not less than \$500,000 for all damages arising out of injury to an destruction to property in any one accident, and subject to that limit per accident. The premium for such insurance shall be paid by the Permittee of the Tenant of Permittee.

6. INDEMNITY: Permittee agrees to conduct or to cause its Tenant to agree to conduct its activities upon the Area so as not to endanger any person thereon and to indemnify and hold harmless the Town of Hempstead, its agents, officer and employees against any and all claims, demands, causes of action, including claims for cost, and liabilities, in law or equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by Permittee's use of Permittee's Tenant's use and occupation of the property, whether such use is authorized or not, or from any acts, productions, events, of Permittee, its officers, agents, employees, sub-contractors, licensees, tenants, displayers, guests, patrons or invitees. Permittee shall, at the Town of Hempstead's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or substituted against the Town of Hempstead, its agents, officers or employees on any such claims, demand or cause of action, and Permittee shall pay and satisfy and judgement or decree which may be rendered against the Town of Hempstead, its agents, officers or employees in any such, action or other legal proceedings; and Permittee shall pay for any and all damages to the property of the Town of Hempstead, for loss or theft of such property, done or caused by Permittee, its officers, agents, employees, sub-contractors, licensees or displayers, guest patrons or invitees. Permittee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon, which will in any way conflict with the condition in

any insurance policy upon the property or any part thereof, or in any way increase any rate of insurance upon the property or on any personal property kept there. The aforesaid indemnification and save hold harmless provision shall be insured by the contractor under a contractual liability insurance endorsement and certificate of such insurance evidencing such contractual liability shall be submitted to the Town of Hempstead for its approval.

7. REPAIRS, MAINTENANCE AND UTILITIES: It is understood by the Town of Hempstead that the Town of Hempstead shall not be responsible for any repairs, improvements, cleaning or maintenance work of any kind (hereinafter jointly referred to as "Repairs") to be performed upon the Area and the Permittee or its Tenant or subtenants shall be responsible for Repairs. It is further understood at the termination of this agreement the Permittee will clean area and remove all debris from the site, repaid all disturbed grass areas with topsoil and seed, all to the satisfaction of the Town of Hempstead Highway Department.

8. REVOCATION: Permittee hereunder shall have the right to vacate the deliver up possession of the premises herein referred to at any time prior to the date hereinabove fixed for the expiration of this Permit. The Town of Hempstead reserves the right to revoke this Permit on demand notice mailed to the Permittee at the address given in the application herein.

9. POSSESSION: Permittee and the Town of Hempstead acknowledge and agree that: the Area forms a part of property owned by the Town of Hempstead; this said permit reserves a right of access to the Area so as to permit the storage of equipment and supplies, loading and unloading of materials, and associated requirements of the "Permittee" all related to the Town of Hempstead Public Works Contracts to the said Area; and the application for the granting of this Permit shall not be deemed admission by Permittee that the Town of Hempstead has the right to: prevent Permittee or its Tenants from using the Area for the storage of equipment and supplies, loading and unloading of materials, and associated requirements of the "Permittee" all related to the Town of Hempstead Public Works Contracts to the said Area.

10. ANTI-DISCRIMINATION CLAUSE: This agreement is subject to the Permittee complying with the following clauses:

(a) The Permittee will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Permittee will hire applicants for employment and will treat employees during their employment without regard to their race, creed, color or national origin.

(b) In all solicitations or advertisements for employees placed by or on behalf of the Permittee, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the main body of the advertisement.

(c) The Permittee shall furnish all information and reports deemed necessary by the Nassau County Commissioner on Human Rights and shall permit access to its books, records and accounts by the Commission on Human Rights, the County Attorney and Director of Labor Relations for purposes of investigation to ascertain compliance with these non-discriminatory clauses.

(d) This agreement may be forthwith canceled, termination or suspended, in whole or in part, by the Town of Hempstead upon a finding by the Commissioner on Human Rights that the Permittee has not complied with these non-discriminatory clause, an which, an declared ineligible for future agreement made by or on behalf of the Town of Hempstead until it has satisfied the Commission that it has established and is carrying out a program in conformity with the provisions of these clauses. Such finding shall be by the Commission after conciliatory efforts by the Commission have failed to achieve compliance with these clauses and after a verified complaint has been fired with the Commissioner; notice thereof given to the Permittee and an opportunity afforded it to be heard publicly before three members of the Commission.

(e) If this agreement is canceled or terminated under clause (d) in addition to other rights of the Town of Hempstead provided in this agreement upon its breach by the Permittee, the Permittee will hold the Town of Hempstead harmless against any additional expense or costs incurred by the Town of Hempstead as a result of the breach of this Paragraph.

11. GRAND JURY CLAUSE: The Permittee agrees to be bound and abide by the provisions of Section 103-a of the General Municipal Law.

Dated at Hempstead, NY this _____ day of _____, 2017

Richard Gray

[Signature]

Permittee

TOWN OF HEMPSTEAD

By [Signature]

Commissioner of Highways

APPROVED

By [Signature] Date 6/28/17

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

Approved:

[Signature]

Theresa E. Gaffney
Executive Assistant

Dated: 7/14/17

APPROVED AS TO FORM

[Signature]

SENIOR DEPUTY TOWN ATTORNEY

DATE 6/28/17

APPROVED

[Signature]
DIRECTOR OF PURCHASING

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLAN SUBMITTED FOR HEMPSTEAD GARDENS BY BARRY LEON ON BEHALF OF 40 HGD LP, IN CONNECTION WITH BUILDING APPLICATION #201508476, FOR CONSTRUCTION OF TWO 3-STORY RESIDENTIAL APARTMENT BUILDINGS FOR 54 MULTI-FAMILY DWELLING UNITS WITH ASSOCIATED SITE IMPROVEMENTS LOCATED ON THE NORTHWEST CORNER OF HEMPSTEAD GARDENS DRIVE AND LONG ISLAND RAILROAD, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Barry Leon has submitted an application bearing #201508476, for construction of two 3- story Residential Apartment Buildings for 54 multi-family dwelling units with associated site improvements located on the northwest corner of Hempstead Gardens Drive and Long Island Railroad, West Hempstead, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Site Plan, dated April 20, 2015, last revised March 1, 2017, and bearing the seal of Marc G. Levinn , P.E., License # 047957, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

WHEREAS, said site plan has been approved as submitted by the Commissioner of the Highway Department, the Town Engineer and the Commissioner of the Department of Buildings; and

WHEREAS, the Town Board, after giving due consideration to those matters required to be considered by them pursuant to the provisions of the aforesaid Section 305, finds it in the public interest that the site shown be developed and improved in accordance with the site plan as submitted subject to the conditions thereon noted;

NOW THEREFORE, BE IT

RESOLVED, that the site development plan for Hempstead Gardens submitted by Barry Leon on behalf of 40 HGD LP entitled Site Plan, dated April 20, 2015 and last revised March 1, 2017 and bearing the seal of Marc G. Levinn, P.E., License #047957, University of the State of New York, in connection with building application #201508476, for construction of two 3-story Residential Apartment Buildings for 54 multi-family dwelling units with associated site improvements located on the northwest corner of Hempstead Gardens Drive and Long Island Railroad, West Hempstead, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 21

Case # 29739

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING MILEAGE ALLOWANCE FOR AN EMPLOYEE IN THE DEPARTMENT OF BUILDINGS FOR USE OF HIS AUTOMOBILE ON TOWN BUSINESS

WHEREAS, the Commissioner of the Building Department, advises that it is necessary For James Dalto at [REDACTED], Malverne, New York, 11565, to use his automobile in connection with the performance of his duties as a Code Enforcement Officer III in the Department of Buildings; and

WHEREAS, it appears to be in the public interest to permit such use;

NOW, THEREFORE, BE IT

RESOLVED, THAT James Dalto, [REDACTED], Malverne, New York, 11565 and he is hereby authorized to use his automobile in the performance of his duties and that he be allowed compensation in an amount that the Internal Revenue reimburses for the use of such automobile for each mile actually and necessary traveled by him in the performance of his duties and, BE IT FURTHER

RESOLVED, that such compensation shall be a charge against and paid out of Department of Buildings Account # 030 002 3620 4140 "Auto Expense"

The forgoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 22

Case # 9

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DECREASE OF ESTIMATED BUDGETED REVENUE IN GENERAL FUND UNDISTRIBUTED NON-PROPERTY TAX DISTRIBUTION ACCOUNT AND AN INCREASE IN GENERAL FUND APPROPRIATED FUND BALANCE ACCOUNT; AND AUTHORIZING THE INCREASE OF ESTIMATED BUDGETED REVENUE IN TOH REFUSE DISPOSAL DISTRICT AND REFUSE & GARBAGE COLLECTION DISTRICTS NON-PROPERTY TAX DISTRIBUTION ACCOUNTS AND A DECREASE IN TOH REFUSE DISPOSAL DISTRICTS APPROPRIATED FUND BALANCE ACCOUNTS.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following amendments to the budget for the year ending December 31, 2016.

010-9000 General Fund Undistributed:

From Account 9000-1120 Non-Property Tax Distribution \$12,950,000
To Account 9000-5990 Appropriated Fund Balance \$12,950,000

301-0301 TOH Refuse Disposal District:

From Account 0301-5990 Appropriated Fund Balance \$ 3,550,000
To Account 0301-1120 Non-Property Tax Distribution \$ 3,550,000

321-0321 Lido Beach-Point Lookout

Refuse & Garbage Collection District:

From Account 0321-5990 Appropriated Fund Balance \$ 400,000
To Account 0321-1120 Non-Property Tax Distribution \$ 400,000

322-0322 Merrick-North Merrick

Refuse & Garbage Collection District:

From Account 0322-5990 Appropriated Fund Balance \$ 1,000,000
To Account 0322-1120 Non-Property Tax Distribution \$ 1,000,000

323-0323 Town of Hempstead Refuse & Garbage Collection District:

From Account 0323-5990 Appropriated Fund Balance \$ 8,000,000
To Account 0323-1120 Non-Property Tax Distribution \$ 8,000,000

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 1147

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION DECLARING EQUIPMENT OF THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER OBSOLETE AND AUTHORIZING DISPOSAL THEREOF.

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

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

- Amida Light Tower, Model # 500-2MHH, Serial # 8704 A991
- Lindsay Air Compressor, Model # 125 QR, Serial # 30663
- Lindsay Air Compressor, Model # 125 QR, Serial # 31079
- Snapper Model # 675 Lawn Mower, Serial # 126702-0675-B3 11022459
- Little Wonder Edger Type 0040, Serial # 097332
- Ferris Lawn Mower Model 1Z200Z, Serial # 5901170
- ABS Pump, Serial # 02496005
- Acco Paper Shredder Model # RDX1619, Serial # 1758600
- Widmer Time Stamp Model T-3, Serial #257171
- Mikasa Tamper Model #MVC 90H Serial #K1048
- Mikasa Tamper Model #MVC90H Serial #K1124
- Mikasa Tamper Model #MVC90L Serial #2900
- Mikasa Tamper Model #MVC90L Serial #V1995
- Gorman Rupp Pump Model #82B1-13 Serial #1023933
- Dayton 45000 BTU Heater No Serial #
- Dayton 55000 BTU Heater Serial # 29456
- Generac 4001 Generator No Serial #
- Ingersol Rand T-10 Compressor Serial # 9408232F
- Homelite 3500 Generator Serial 322307568
- Tec 1 1/2 " Pump No Serial #
- Tec 1 1/2 " Pump Serial # 1062E1
- Tec 1 1/2 " Pump Serial # 0062C1
- Tec 1 1/2 " Pump Serial # 980528FA
- Tec 1 1/2 " Pump No Serial #
- Dayton 5KW Generator No Serial #
- Homelite 2" Pump Serial # AK0510036
- Homelite 1 1/4 " Pump Serial No Serial #
- Homelite 1 1/4 " Pump Serial # HMD840104
- Kent Air Pneumatic Hammer Serial #9ED78
- Century 40 HP Horizontal 230/460 Electric Motor Serial # 337
- Spartan Fury 1 Steam Cleaner Serial # 59692
- Ingersol Rand Compressor Serial #0707240116
- Ingersol Rand Compressor Serial #0707240115
- Briggs and Stratton Pump Serial #4491E1
- JAC Metering Pump No Serial #
- JAC Metering Pump No Serial #
- Century Electric Motor Serial # K56snw12
- Magnatech Electric Motor Serial # BG12-221
- Magnatech Electric Motor Serial # BU11-075

Item # 24

Case # 1597

Baldor Electric Motor Serial # 35E29-86
Centry Electric Motor Serial # 8-349607-01
Centry Electric Motor No Serial #
Marathon Electric Motor Serial # 1402403
Marathon Electric Motor No Serial #
Centry Electric Motor Serial # BE11-35
Weinman Electric Motor No Serial #
Misc. Electrical Fixtures and Materials
¾" Febco RPZ Model # 8254, Serial # AA0618
1" Febco RPZ Model # 8254, Serial # B5295
1" Febco RPZ Model # 860, Serial # H38583
1.5" Febco RPZ Model # 8254, Serial # A051388
2" Febco RPZ Model # 8254, Serial # P5118
2" Febco RPZ Model # 8254, Serial # A048794
2" Febco RPZ Model # 8254, Serial # A048797
2" Watts RPZ Model # 009M2QT, Serial # 259094
2" Wilkins RPZ Model # 975XL, Serial # 1944552
Fisher M-Scope Pipe Locator Model # M-95, Serial # 26133
Fisher M-Scope Pipe Locator Model # TW5, Serial # J7013891
Fisher M-Scope Pipe Locator Model # TW6, Serial # 15101131
Metrotech M-Scope Pipe Locator Model # P-440, Serial # 4407185585
Metrotech M-Scope Pipe Locator Model # P-480, Serial # 032877
Franklin Chef Ice Machine Serial # 0709110086

and

WHEREAS, this Town Board deems it to be in the public interest that such equipment should be disposed of as indicated.

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment be and is hereby declared obsolete for its primary function; and BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Water be and hereby is authorized to advertise for bids for sale and disposal of said equipment; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE
APPLICATION OF WOODMERE COUNTRY CLUB TO DISPLAY
FIREWORKS CONDUCTED BY PYRO ENGINEERING, INC. HELD
AT WOODMERE, NEW YORK ON JULY 2, 2017; RAIN DATE: JULY 9, 2017

WHEREAS, Woodmere Country Club of Woodmere, 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
Woodmere, New York, on July 2, 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 Woodmere
Country Club 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 #

25

Case #

28045

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING REIMBURSEMENT OF FEES FOR APPOINTMENT AS NOTARY PUBLIC TO DEANNA MENESES, EMPLOYEE OF THE TOWN ATTORNEY'S OFFICE.

WHEREAS, it is necessary that the Town Attorney's Office have available at all times the services of a person who is a certified notary public; and

WHEREAS, the Town Attorney has requested Deanna Meneses, an employee of the Town Attorney's Office, to make application for appointment by the State of New York to be commissioned as a notary public until August 29, 2021, at a cost of \$60.00 for the application fee; and

WHEREAS, the Town Attorney deems it necessary and in the public interest to have said employee of the Town Attorney's Office become commissioned and certified as a notary public;

NOW, THEREFORE, BE IT

RESOLVED, that Deanna Meneses, an employee of the Town Attorney's Office, is authorized to apply for appointment and certification as a notary public and that she be reimbursed for the actual and necessary fees in connection therewith, not to exceed an amount of \$60.00, such reimbursement to be made from and charged to Town Attorney's Office Expense Account No. 010-001-1420-4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

22048

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE PAYMENT OF PER CLAIM FEES TO ISO CLAIMSEARCH FOR MEDICARE SECONDARY REPORTING.

WHEREAS, by Resolution No. 386-2010, an agreement with ISO Claimsearch for Medicare Secondary Reporting, as required by the Center of Medicare and Medicaid Services was approved; and

WHEREAS, each transaction requires a claim search fee per claimant reported to the U.S. Department of Health Centers for Medicare and Medicaid Services in the amount of \$10.75 per claim; and

WHEREAS, it is in the best interest of the Town of Hempstead to continue this agreement for mandatory reporting to CMS at the new per claim rate.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is authorized to pay the new claim reporting fee per claimant reported to CMS in the amount of \$10.75 to be paid to ISO Services Inc., 545 Washington Boulevard, 22nd Floor, Jersey City, New Jersey 07310-1686.

AYES:

NOES:

Item #

27

Case #

7433

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and
move its adoption:

RESOLUTION AUTHORIZING THE EXTENSION
OF A LEASE AGREEMENT BETWEEN THE TOWN
OF HEMPSTEAD AND ERRONEOUS EQUITIES,
LLC, IN CONNECTION WITH THE MAINTENANCE
OF A COMMUTER PARKING FIELD IN THE
UNINCORPORATED AREA OF THE TOWN KNOWN
AS BALDWIN, NEW YORK.

WHEREAS, the Town of Hempstead on behalf of the
Baldwin Parking District and Erroneous Equities, LLC, are
parties to a lease agreement for property used as a public
parking field in the Baldwin Public Parking District and
such field is designated as Baldwin Parking Field BA-2; and

WHEREAS, the lease agreement has expired and the
parties wish to enter into an extension; and

WHEREAS, it is in the best interests of the Town of
Hempstead on behalf of the Baldwin Parking District to
enter into a ten year extension of the aforesaid lease so
that the property described therein will continue to be
used as a commuter parking field; and

WHEREAS, the property will be leased to the Town
for One Dollar (\$1.00) each year for the term of the lease,
the same rate as provided in the previous lease;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department
of Engineering be and he hereby is authorized to execute a
lease extension agreement with Erroneous Equities, LLC for
the maintenance of the commuter parking field designated
Parking Field BA-2 in the Baldwin Public Parking District.

The foregoing resolution as adopted upon roll call as
follows:

AYES:

NOES:

Item #

28

Case #

9733

For use as a public parking field in the Baldwin Public Parking District, a special improvement district in the Town of Hempstead created pursuant to the applicable provisions of Article 12 of the Town Law, for the term of 10 years from the date of execution hereof at the annual rental of \$1.00, which the party of the second part covenants to pay to the party of the first part.

The said party of the second part agrees to indemnify and hold harmless the party of the first part from any and all claims of any nature, kind or description, particularly personal liability and property damage, arising out of and by reason of the operation of a municipal parking field.

The party of the first part reserves the right to the sole use of the garages and small storage houses on the premises demised, including the right to let and sublet, and the party of the second part agrees not to interfere with free ingress and egress thereto.

The party of the second part agrees to improve and maintain the said premises so that the same may be available for the purposes of such parking field.

The party of the first part and the party of the second part hereby agree that the term of the lease be extended ten (10) years, from the date of execution hereof.

At the expiration of said term the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

The said party of the second part does hereby expressly covenant and agrees, that if the said demised premise shall become vacant at any time during the said term, the said party of the first part and its legal representatives or assigns may

reenter the same by fore or otherwise without being liable to any prosecution therefore, and may relet the said premises as the agent for account of the said party of the second part, and receive the rent thereof, applying the same first to the payment of such expenses as it may be put to in reentering and reletting and then to the payment of the rent due by these presents, with interest, and the balance, if any, to be paid over to the said party of the second part any and deficiency which may arise, the said party of the second part hereby covenants to pay in full.

The said party of the first part does covenant that the said party of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceable and quietly have, hold and enjoy the said demised premises for the terms aforesaid.

This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

ERRONEOUS EQUITIES LLC

David Magier, *manager*

TOWN OF HEMPSTEAD on behalf
Of the BALDWIN PUBLIC PARKING
DISTRICT

By _____
Commissioner of the
Department of Engineering

Douglas L. Tuman, P.E., Esq.
[Signature]
Commissioner
Department of Engineering

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 6/19/12

APPROVED

[Signature]
Commissioner of Highway
Town of Hempstead

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

On the ^{5th} day of *June*, 2017, before me, the undersigned, a notary public in and for said state, personally appeared David Magier, *Manager*, of Erronenous Equities LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

**Paetra Kaufmann
Notary Public, State of New York
No. 02KA6304758
Qualified in New York County
Commission Expires June 2, 2018**

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:

AETNA	\$ 500.00
BROADWAY HEALTH CARE STAFFING	
BROADWAY HOME CARE	\$2,300.00
CAREPAX LLC	\$ 300.00
CATHOLIC HEALTH SERVICES	
ST. JOSEPH HOSPITAL	\$ 500.00
SECOND HOME OF LONG ISLAND LLC	\$2,300.00

and, WHEREAS, pursuant to Section 64 (8) of the Town Law of the State of New York, the Town Board deems it to be in the public interest to accept the above-mentioned 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 # 29
Case # 13441

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDING THE BID FOR STREETScape BEAUTIFICATION AT NASSAU ROAD, DEBEVOISE AVENUE TO WOODS AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, the Town of Hempstead through the Department of Planning and Economic Development, by public notice in Newsday, duly published according to law, invited sealed bids for a Streetscape Beautification Project, located on Nassau Road, Debevoise Avenue to Woods Avenue, Roosevelt, New York, in the Town of Hempstead, County of Nassau; and

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

- | | | |
|----|-----------------------------|---------------|
| 1. | Valente Contracting Corp. | \$ 188,575.00 |
| 2. | J. Anthony Enterprises Inc. | \$ 227,550.00 |

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that the Town of Hempstead accept the lowest responsible bid submitted by Valente Contracting Corp., 77 Jackson Avenue, Mineola, NY 11501, in the sum of ONE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100 (\$188,575.00) DOLLARS for the Streetscape Beautification Project, located on Nassau Road, Debevoise Avenue to Woods Avenue, Roosevelt, New York, in the Town of Hempstead, County of Nassau; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the bid is hereby awarded to VALENTE CONTRACTING CORP. in the sum of ONE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100 (\$188,575.00) Dollars with payments charged against the appropriate Community Development Account; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AMENDING CONTRACT AND AUTHORIZING
PAYMENT OF CHANGE ORDER FOR ROOF IMPROVEMENTS
AT THE TOWN OF HEMPSTEAD ANIMAL SHELTER, WANTAGH,
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW #25-16

WHEREAS, the Town Board on September 20, 2016 adopted Resolution
Number 1411-2016 awarding the contract for Roof Improvements at the Town
of Hempstead Animal Shelter, Wantagh, Town of Hempstead, Nassau County,
New York PW #25-16; and

WHEREAS, due to conditions and circumstances since encountered, it was necessary
for the Commissioner of the Department of General Services to effectuate the additional
item of work at the price quoted and indicated below:

ORIGINAL CONTRACT PRICE \$187,028.00

CHANGE ORDER
Waterproof new addition

Materials	\$ 6,340.00
Labor	\$ 1,503.81
Insurance Costs 55.39% of \$1,503.81	\$ 832.96
Payroll Taxes 7.65% of \$1,503.81	\$ 115.04
Subtotal	\$ 8,791.81
Overhead and Profit 15%	\$ 1,318.77
Bonding	\$ 404.42

TOTAL CHANGE ORDER \$ 10,515.00

TOTAL REVISED CONTRACT
AMOUNT \$197,543.00

WHEREAS, the Commissioner of the Department of General Services has advised
the Town Board that the additional item of work will cause the contract amount to be
increased by \$10,515.00 (Ten Thousand Five Hundred Fifteen Dollars); and

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

NOW, THEREFORE, BE IT

Item # 31

Case # 14759

RESOLVED that the Comptroller is authorized to pay Long Island Roofing and Repairs Service Corp., 1503 Bellmore Avenue, Bellmore, New York 11710 the revised contract amount of \$197,543.00 (One Hundred Ninety Seven Thousand Five Hundred Forty Three Dollars with payments made from Account Number 7917-501-7917-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

24

Long Island Roofing and Repairs Service Corp.
1503 Bellmore Avenue
Bellmore, New York 11710
516-221-9100
Fax-221-7331

11/10/16

Maura Maetta
Town of Hempstead
Department of General Services
350 Front Street
Hempstead, NY 11550
516-489-5000

Re: Wantagh Animal Shelter New Waiting Room

Dear Maura,

As requested, below is the work that is required to waterproof the new waiting room at the Wantagh Animal Shelter.

Work entails removing the temporary waterproofing membrane, installing a double wood nailer to the roof perimeter, installing a new roof insulation followed by a ½" cover board and mechanically fastening both into the new roof deck using 3" plates and screws, installing a Russ Strip using 2" plates and screws at angle changes, installing the new roof membrane set in low rising roof adhesive, installing a new 6" gutter and leader, installing metal edging at the leading edge of the roof and stripping it in with covertape and flashing, caulking & priming as required, incorporating the new roof warranty into the warranty with PW 25-16 contract.

Materials	\$6,340.00	
Labor	\$1,503.81	
Insurance costs 55.39 % of \$1,503.81	\$832.96	
Payroll Taxes 7.65% of \$1,503.81	\$115.04	
	Subtotal	\$8,791.81
Overhead and Profit 15%	\$1,318.77	
Bonding	\$404.42	

Total \$10,515.00

Thank you. If you should have any questions, please contact me at 516-221-9100 or at Steve@longislandroofing.com.

Sincerely,

Steven Coppolo

PW#25-16 - Animal Shelter Roof Justification

During the re-roofing project at the TOH animal shelter a new addition was added utilizing Town personnel. It became necessary to roof the new addition and it was determined it made financial and practical sense to incorporate the new addition roof within the new roofing of the entire animal shelter, therefore having one roof system instead of two.

In doing so, the new addition roof is covered under the 20 year warranty as is the rest of the animal shelter roof. We now have a one-roof system, insuring we will have a leak free roof for many years to come to protect our residents, employees and the animals.

The contractor estimate was deemed reasonable with most of the cost in materials.

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AMENDING RESOLUTION # 1705-2016
FOR ACCEPTING OFF-SITE VETERINARY SERVICES
FOR THE TOWN OF HEMPSTEAD ANIMAL SHELTER
AND TO MAKE PAYMENT TO NEW YORK VETERINARY
SPECIALTY CENTER

WHEREAS, the Town Board awarded Town Board Resolution #1705- 2016
to New York Veterinary Specialty Center; and

WHEREAS, it is necessary to increase funding to New York Veterinary
Specialty Center by Twenty Thousand Dollars (\$20,000.00) for an amount not to
exceed Fifty Five Thousand Dollars (\$55,000.00) to pay for additional expenses
for Off Site Veterinary Services; and

WHEREAS, it has been deemed that this is a reasonable change in the best
public interest and all aspects of the prior contract will remain in full effect; and

NOW THEREFORE, BE IT

RESOLVED, that the Town Board is authorized to make payments to New
York Veterinary Specialty Center for Off Site Veterinary Services benefiting
animals located at 2233 Broadhollow Road, Farmingdale, New York 11735 in an
amount not to exceed Fifty Five Thousand Dollars (\$55,000.00) from which
services will be paid against the Animal Shelter Health Account Number
010-002-3510-4900.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

21646

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION REJECTING ALL BIDS FOR 2017
REQUIREMENTS WORK ALONG VARIOUS ROADWAYS
WITHIN THE UNINCORPORATED AREAS OF THE TOWN
OF HEMPSTEAD, PART A PW# 11-17

WHEREAS, the Commissioner of General Services advertised for bids for 2017 Requirements Work Along Various Roadways within the Unincorporated Areas of the Town of Hempstead, Part A PW# 11-17;and

WHEREAS, the Commissioner of Engineering recommends that all of said bids be rejected due to the changes in the specs of the project, and that the project be re-advertised for bids;;

NOW, THEREFORE, BE IT

RESOLVED, that all of the bids submitted, opened and read for said 2017 Requirements Work Along Various Roadways within the Unincorporated Areas of the Town of Hempstead, Part A PW# 11-17;be and the same hereby are rejected.

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

33

Case #

3191

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION REJECTING ALL BIDS FOR 2017
REQUIREMENTS WORK ALONG VARIOUS ROADWAYS
WITHIN THE UNINCORPORATED AREAS OF THE TOWN
OF HEMPSTEAD, PART B PW# 12-17**

WHEREAS, the Commissioner of General Services advertised for bids for 2017 Requirements Work Along Various Roadways within the Unincorporated Areas of the Town of Hempstead, Part B PW# 12-17; and

WHEREAS, the Commissioner of Engineering recommends that all of said bids be rejected due to the changes in the specs of the project, and that the project be re-advertised for bids;

NOW, THEREFORE, BE IT

RESOLVED, that all of the bids submitted, opened and read for said 2017 Requirements Work Along Various Roadways within the Unincorporated Areas of the Town of Hempstead, Part B PW# 12-17; be and the same hereby are rejected.

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

3191

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 335-2016 AND ESTABLISHING FEES FOR FACILITIES AT THE MERRICK ROAD PARK GOLF COURSE, MERRICK, NY

WHEREAS, this Town Board adopted Resolution No. 335-2016 on March 8, 2016,; and;

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends that the following fees be established for the Merrick Road Park Golf Course, Merrick, NY, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 335-2016 be and is hereby rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the Merrick Road Park Golf Course, Merrick, NY be and are hereby established:

<u>Weekdays</u>	
Resident	\$ 17.00
Non -District Residents	\$ 19.50
Non- Resident Guest	\$ 26.50

<u>Weekends & Holidays</u>	
Resident	\$ 20.00
Non- district Resident	\$ 22.00
Non-Resident Guest	\$ 33.00

Sr. Cit./Handicap./Aux. Pol./Vol. Fire.-Ambul./ Veteran

<u>Weekdays Only</u>	
Residents	\$ 8.50
Non-District Residents	\$ 9.75

<u>Weekends and Holidays</u>	
Residents	\$ 10.00
Non-district residents	\$ 11.00

<u>Golf Carts</u>	
Per Person	\$ 10.00

Outings	\$ 33.00
Hand Carts	\$ 4.50
Senior Range Balls	\$ 7.00
Resident Range Balls	\$ 8.00
Golf Clinics	\$ 4.50

And, BE IT FURTHER

RESOLVED, that the Commissioner be and hereby is authorized to increase or decrease any or all of the above golf related fees as a result of changes in the operational and management expenses incurred at Merrick Road Park Golf Course as well as other relevant cost factors or otherwise in his or her discretion.

The foregoing resolution was adopted upon roll call as follows:

A YES:

NOES:

Item # 35

Case # 28598

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilmember offered the following resolution and moved for its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE PUBLICATION *NEWSDAY* FOR PROMOTION OF THE TOWN'S "2017 SEASIDE SPECTACULAR CLASSIC CAR SHOW" AND ALSO AUTHORIZING PAYMENT BY THE TOWN TO *NEWSDAY* FOR SAID PROMOTION

WHEREAS, on Saturday afternoon, September 16, 2017, the Town of Hempstead is hosting the "2017 Seaside Spectacular Classic Car Show" on the great lawn of Town Park Point Lookout to showcase the finest classic automobiles owned by residents of our township and other municipalities across Long Island; and

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

WHEREAS, *Newsday*, located at 235 Pinelawn Road, Melville, New York, 11747 will provide an effective method of publicity and promotion by producing two methods of advertising: the publishing of a full-color, one-sided, front cover, stick-on advertisement and a schedule of full-color website advertisements to announce the "2017 Seaside Spectacular Classic Car Show."

WHEREAS, the "sticky" advertisement will be published on Friday, September 15th, for a cost of \$5,714.00; and the website advertisements will be published during the week of September 9, 2017 through September 15, 2017 for a cost of \$3,300.00; and

WHEREAS, the total cost of the two methods of advertisement with *Newsday* is \$9,014.00; and

NOW, THEREFORE, BE IT

RESOLVED, that said agreement for advertising and payment to *Newsday* is hereby authorized in the amount of \$9,014.00. The amount is to be charged against the Department of Parks and Recreation Code # 400-007-7110-4060, Advertising and Promotion.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

6473

CASE NO.

RESOLUTION NO.

ADOPTED:

Council Member offered the following resolution and moved for its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND CONNOISSEUR MEDIA OF LONG ISLAND, LLC FOR RADIO ADVERTISEMENT AND DISC JOCKEY APPEARANCE BY RADIO STATION WHLI TO PROMOTE THE 2017 SEASIDE SPECTACULAR CLASSIC CAR SHOW AND ALSO AUTHORIZING PAYMENT BY THE TOWN TO CONNOISSEUR MEDIA OF LONG ISLAND, LLC FOR SAID PROMOTION

WHEREAS, on Saturday, September 16, 2017 the Town of Hempstead will host the 12th Annual Seaside Spectacular Car Show to showcase the classic automobiles of town residents and other classic car owners across Long Island; and

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

WHEREAS, an effective vehicle of event promotion continues to be the radio broadcast of Seaside Spectacular Car Show advertisements on local radio stations determined to have a significant town audience; and

WHEREAS, Connoisseur Media of Long Island LLC and radio station WHLI have agreed to promote the Seaside Spectacular Classic Car Show through radio advertisements and the appearance of a WHLI disc jockey; and

WHEREAS, the radio station WHLI will perform the following services at the stated fees for promotion of the car show:

WHLI BROADCAST/ADVERTISING PACKAGE

- Ten (10), 60 second commercials at a cost of \$800 to run Wednesday, September 13th through Saturday, September 16 from 6:00 a.m. to 9:00 a.m. on WHLI.
- Live disc jockey appearance from 11 a.m. to 1 p.m. to announce the car show.

Total package value: \$ 1,050.00

NOW, THEREFORE, BE IT

RESOLVED, that said advertisement for promotion of the Seaside Spectacular Classic Car Show with Connoisseur Media of Long Island LLC is hereby authorized and payment approved in the amount of \$1,050. The amount is to be charged against the Department of Parks and Recreation Code 400-007-7110-4060, Advertising and Promotion.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

6473

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilmember offered the following resolution and moved for its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE PUBLICATION *NEWSDAY* FOR PROMOTION OF THE TOWN'S "2017 FAMILY FESTIVAL BY THE SEA" AND ALSO AUTHORIZING PAYMENT BY THE TOWN TO *NEWSDAY* FOR SAID PROMOTION

WHEREAS, on the weekend of September 23 and 24, 2017, the Town of Hempstead will be hosting the "2017 Family Festival by the Sea" at Town Park Lido Beach to celebrate the recreational and cultural aspects of the township's storied nautical heritage; and

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

WHEREAS, *Newsday*, located at 235 Pinelawn Road, Melville, New York, 11747 will provide an effective method of publicity and promotion by producing a schedule of full color web site advertisements to announce the 2017 Family Festival by the Sea; and

WHEREAS, the website advertisements will be published during the week of September 17, 2017 through September 23, 2017; and

NOW, THEREFORE, BE IT

RESOLVED, that said agreement for advertising and payment to *Newsday* is hereby authorized in the amount of \$6,000.00. The amount is to be charged against the Department of Parks and Recreation Code # 400-007-7110-4060, Advertising and Promotion.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

38

Case #

6473

CASE NO.

RESOLUTION NO.

ADOPTED:

Council Member offered the following resolution and moved for its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND CONNOISSEUR MEDIA OF LONG ISLAND, LLC FOR RADIO ADVERTISEMENT AND DISC JOCKEY APPEARANCES BY RADIO STATIONS K-98.3, MAX-103.1 AND WHLI TO PROMOTE THE 2017 FAMILY FESTIVAL BY THE SEA AND ALSO AUTHORIZING PAYMENT BY THE TOWN TO CONNOISSEUR MEDIA, LLC FOR SAID PROMOTION

WHEREAS, on the weekend of September 23 and 24, 2017, the Town of Hempstead will be hosting the "37th Annual Family Festival by the Sea" at Town Park Lido Beach to celebrate the recreational and cultural aspects of the town's storied nautical heritage; and

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

WHEREAS, an effective vehicle of event promotion continues to be the radio broadcast of Family Festival advertisements on local radio stations determined to have a significant town audience; and

WHEREAS, Connoisseur Media of Long Island, LLC and stations K-98.3, MAX-103.1 and WHLI have agreed to advertise and promote the "2017 Family Festival by the Sea" to be held on Saturday, September 23rd and Sunday, September 24th at Lido Beach Town Park, 630 Lido Blvd., Lido Beach, New York; and

WHEREAS, radio stations K-98.3, MAX-103.1 and WHLI will perform the following services on behalf of the Family Festival and the Town of Hempstead:

K98.3 BROADCAST/ADVERTISING PACKAGE

- One (1), two-hour remote appearance by K-98.3 disc jockeys and station promotional booth at the "2017 Family Festival By The Sea" on Saturday, September 23rd
- Eighteen (18), 60-second commercials to run Monday through Sunday, September 18th to September 24th, 6 a.m. to 9 a.m., on K-98.3
- K-98.3 wheel of prizes

Subtotal value: \$ 5, 300.00

- Talent fee \$ 500.00

Total package value: \$ 5, 800.00

WHLI BROADCAST/ADVERTISING PACKAGE

- One (1), two-hour remote appearance by WHLI disc jockey and station promotional booth at the "2017 Family Festival By The Sea," on Saturday, September 23rd at Lido Beach Town Park
- Thirty-six (36), 60-second commercials to run Monday through Saturday, September 18 through September 23, 6 a.m. to 7 p.m. on WHLI
- WHLI wheel of prizes and DJ appearance

Subtotal value: \$ 2, 000.00

- Talent fee \$ 300.00

Total package value: \$ 2, 300.00

Item # 39
Case # 6473

MAX-103.1 BROADCAST/ADVERTISING PACKAGE

- Eighteen (18), 60-second commercials to run Monday, September 18th through Sunday, September 24th from 6 a.m. to 9 a.m. on MAX-103.1
- MAX-103.1 Wheel of Prizes and disc jockey appearance

Total package value: \$ 4,900.00

NOW, THEREFORE, BE IT

RESOLVED, that said agreement for advertising and payment to Connoisseur Media of Long Island, LLC, is hereby authorized in the amount of \$13,000. The amount is to be charged against the Department of Parks and Recreation Code 400-007-7110-4060, Advertising and Promotion.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilmember _____ offered the following resolution and moved for its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE PUBLICATION *NEWSDAY* FOR PROMOTION OF THE TOWN'S "2017 ROCK HALL COUNTRY FAIR" AND ALSO AUTHORIZING PAYMENT BY THE TOWN TO *NEWSDAY* FOR SAID PROMOTION

WHEREAS, on the weekend of October 28 and 29, 2017 the Town of Hempstead is hosting the "2017 Rock Hall Country Fair" at Rock Hall Museum in Lawrence to celebrate the historical and cultural aspects of the township's storied heritage; and

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

WHEREAS, *Newsday*, located at 235 Pinelawn Road, Melville, New York, 11747 will provide an effective method of publicity and promotion by publishing a full-color, one-sided, front cover, stick-on advertisement to announce the "2017 Rock Hall Country Fair."

WHEREAS, the "sticky" advertisement will be published on Friday, October 27th, for a cost of \$5,800.00; and

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

40

Case #

6473

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) FOR THE PURPOSE OF JOINING A COOPERATIVE PURCHASING PROGRAM

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a regional planning council and a political subdivision of the State of Texas operating under Chapter 391 of the Texas Local Government Code authorized to enter into agreements with other government entities in the United States to perform governmental functions and services; and

WHEREAS, the Town of Hempstead and H-GAC desire to enter into a 'Interlocal Contract for Cooperative Purchasing' for the purpose of the Town of Hempstead accessing available contracts for goods and services from H-GAC awarded vendors; and

WHEREAS, the Director of Finance recommends said agreement is in the best interest of the residents of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Director of Finance be and is hereby authorized to enter into an agreement with H-GAC for the stated purpose of accessing goods and services from H-GAC Awarded Vendors.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item# 41

Case # 6085



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 1/1/2017 and ends * 12/31/2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* Town of Hempstead
 Name of End User (local government, agency, or non-profit corporation)
Department of Purchasing
 * 350 Front Street
 Mailing Address
 * Hempstead, NY 11550
 City State ZIP Code
 *By: *Gordon J. Fox*
 Signature of chief elected or appointed official
 * Gordon J. Fox-Director of Finance
 Typed Name & Title of Signatory Date

Houston-Galveston Area Council
 3555 Timmons Lane, Suite 120, Houston, TX 77027
 By: _____
 Executive Director
 Attest: _____
 Manager
 Date: _____

APPROVED
 By *Kevin R. Conroy* Date *7/27/17*
Kevin R. Conroy
 KEVIN R. CONROY, CPA
 TOWN COMPTROLLER

*Denotes required fields

rev. 12/15

APPROVED AS TO FORM
Charles O. Heine
 SENIOR DEPUTY TOWN ATTORNEY
 DATE *7/27/17*

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: TOWN OF HEMPSTEAD County Name: NASSAU
(Municipality/County/District/etc.)
Mailing Address: Department of Purchasing-350 Front Street Hempstead, NY 11550
(Street Address/P.O. Box) (City) (State) (ZIP Code)
Main Telephone Number: (516) 489-5000 ext. 450 BAX Number: (516) 483-6353
Physical Address: same as above
(Street Address, if different from mailing address) (City) (State) (ZIP Code)
Web Site Address: TOH.LI

Official Contact: Gordon J. Fox
(Point of Contact for HGACBuy Interlocal Contract)
Mailing Address: see above
(Street Address/P.O. Box)
(City) (State) (ZIP Code)

Title: Director of Finance
Ph No.: (516) 812 - 4501
Fx No.: (516) 483 - 6353
E-Mail Address: gfox@tohmail.org

Authorized Official: Anthony J. Santino
(Mayor/City Manager/Executive Director/etc.)
Mailing Address: 1 Washington Avenue
(Street Address/O.O. Box)
Hempstead NY 11550
(City) (State) (ZIP Code)

Title: Town Supervisor
Ph No.: (516) 489 - 5000
Fx No.: () -
E-Mail Address: asantino@tohmail.org

Official Contact: _____
(Purchasing Agent/Auditor etc.)
Mailing Address: _____
(Street Address/O.O. Box)
(City) (State) (ZIP Code)

Title: _____
Ph No.: () -
Fx No.: () -
E-Mail Address: _____

Official Contact: _____
(Public Works Director/Police Chief etc.)
Mailing Address: _____
(Street Address/O.O. Box)
(City) (State) (ZIP Code)

Title: _____
Ph No.: () -
Fx No.: () -
E-Mail Address: _____

Official Contact: _____
(EMS Director/Fire Chief etc.)
Mailing Address: _____
(Street Address/O.O. Box)
(City) (State) (ZIP Code)

Title: _____
Ph No.: () -
Fx No.: () -
E-Mail Address: _____

* denotes required fields

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
NATIONAL JOINT POWERS ALLIANCE FOR THE
PURPOSE OF JOINING A SERVICE COOPERATIVE

WHEREAS, the National Joint Powers Alliance (NJPA) is a political subdivision and government unit of the State of Minnesota authorized to enter into agreements with other government units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers; and

WHEREAS, the Town of Hempstead and NJPA desire to enter into a 'Joint Exercise of Powers Agreement' for the purpose of the Town of Hempstead accessing available contracts for goods and services from NJPA Awarded Vendors; and

WHEREAS, the Director of Finance recommends said agreement is in the best interest of the residents of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Director of Finance be and is hereby authorized to enter into an agreement with NJPA for the stated purpose of accessing goods and services from NJPA Awarded Vendors.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item #

42

Case #

6085

**NATIONAL JOINT POWERS ALLIANCE®
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as "NJPA") and Town of Hempstead (hereinafter referred to as "Governmental Unit").

Recitals

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
7. To purchase goods and services from NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The Governmental Unit will not use the goods available under NJPA contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

The Parties have executed this Agreement effective the date hereof.

Governmental Unit

National Joint Powers Alliance®

By

[Signature]
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its

Director of Finance

TITLE

TITLE

DATE

DATE

APPROVED

By

Date

[Signature]
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO FORM

[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 7/27/17

PARTICIPATING MEMBER INFORMATION
Indicate an address to which correspondence may be delivered.

Name* Town of Hempstead
Address* 350 Front Street
City, State, ZIP code* Hempstead, N. Y. 11550
Employer Identification Number _____
Contact person* Gordon J. Fox
Title* Director of Finance
E-mail* gordfox@tohmail.org
Phone* 516-489-5000 ext. 4500
Website TOH.LI

ORGANIZATION TYPE*

- K-12 (Public or non-profit)
- Government or municipality (Specify: Township)
- Higher education (Public or non-profit)
- Other (Specify: _____)

REFERRED BY

- Advertisement _____
- Current NJPA member Malvese Equipment Co., Inc.
- Vendor representative _____
- Trade show _____
- NJPA website _____
- Other _____

Return completed agreement to
National Joint Powers Alliance @
202 12th Street NE
Staples, MN 56479

Duff Erholtz
Phone 218-894-5490
Fax 218-894-3045
E-mail duff.erholtz@njpacoop.org

**Denotes required information*

CASE NO.

Adopted:

offered the following Resolution and moved its

adoption as follows:

RESOLUTION PROVIDING FOR THE PAYMENT OF AN APPLICATION FEE BY CANDIDATES FOR EXAMINATIONS OFFERED BY THE TOWN OF HEMPSTEAD CIVIL SERVICE COMMISSION FOR POSITIONS IN THE OPEN COMPETITIVE AND PROMOTIONAL CLASSES.

WHEREAS, New York Civil Service Law Section 50(5) provides for the collection of fees from an applicant for examinations offered by the Town of Hempstead Civil Service Commission for positions in the open competitive and promotional classes; and

WHEREAS, the Town of Hempstead Civil Service Commission has recommended the examinations require a forty dollar (\$40.00) non-refundable application fee as provided for under Civil Service Law Section 50(5); and

WHEREAS, the Town of Hempstead Civil Service Commission recommends the waiver of said examination fees for Social Service recipients upon the application providing proof of same as provided by Civil Service Law; and

WHEREAS, the Town of Hempstead Civil Service Commission may in its discretion, waive application fees for specific examinations from time to time; and

NOW, THEREFORE, BE IT

RESOLVED, that effective August 22, 2017, for all subsequent tests announced and given, the Civil Service Commission is hereby authorized to collect a forty dollar (\$40.00) non-refundable application fee from applicants for examination for a position in the open competitive and promotional classes when examination for appointment is required; and BE IT FURTHER

RESOLVED, that said application fee is waived for Social Service recipients upon the applicant providing proof of same and as further provided in Civil Service Law; and BE IT FURTHER

RESOLVED, that the Civil Service Commission be and hereby is authorized to waive said application fee for specific examinations from time to time; and BE IT FURTHER

RESOLVED, that as provided in Civil Service Law Section 50(5) (d) all application fees collected shall be paid into the Town of Hempstead General Fund.

The foregoing Resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 43

Case # 25265

CASE NO:

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES TO EXECUTE AN AGREEMENT WITH LABOR EDUCATION AND COMMUNITY SERVICES AGENCY, INC.

WHEREAS, the Town currently provides an Employees Assistance program for its employees; and

WHEREAS, it is desired that this Employee Assistance Program be supplemented to provide greater assistance to Town of Hempstead employees; and

WHEREAS, Labor Education and Community Services Agency, Inc. has submitted a proposed contract to the Town of Hempstead Department of Human Resources outlining certain services to be provided to Town of Hempstead employees; and

WHEREAS, it is the recommendation of the Department of Human Resources and it is in the best interest of the Town that this agreement be accepted;

NOW, THEREFORE, BE IT

RESOLVED, that the Director of Human Resources is hereby authorized to execute the agreement with Labor Education and Community Services Agency, Inc. 390 Rebro Drive, Hauppauge, New York to provide an employee assistance program for the period of April 1, 2017 through September 1, 2017 and that payment for such program be made to Labor Education and Community Services Agency, Inc. in the amount of \$26,000.00 to be paid in two installments of \$13,000.00 from undistributed General Fund, Fees and Services Account No. 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

44

Case #

27868



LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.

Mr. William F. Sammon, Jr.
Director of Human Services
Town of Hempstead
350 Front Street
Hempstead, NY 11550

April 1, 2017

Dear Mr. Sammon,

I have enclosed a copy of the Service Agreement/ Contract for the provision of EAP services by LECSA to the Town of Hempstead. The contract is for a period of six months from April 1, 2017 through Sept 30, 2017. ~~There are three original signature pages, one to be returned and two for your records.~~

We appreciate the support you have given the program over the past year. If you have any questions regarding the contract, please feel free to call us at (631) 348-1170. (307)

Sincerely,

Roger Clayman
Executive Director

Enc.

EMPLOYEE ASSISTANCE PROGRAM

390 RABRO DRIVE, HAUPPAUGE, NEW YORK 11788

(631) 851-1295

FAX (631) 851-1299

www.lecsa.org



9

© 2014 LECSA 54

TOWN OF HUNTINGTON
AFFIRMATION OF FINANCIAL STATEMENT
Part of Question 9 of Attached Public Disclosure Statement

I hereby affirm that the financial statement herein submitted is a true and accurate statement.

Company Name Labor Education + Community Service Agency

Individual Signature Rg. Clay

Individual's Name Roger Clayman
(Print or Type)

Title Executive Director

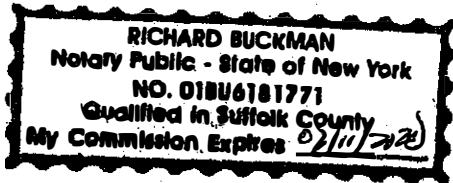
Date 11/9/16

Notary Public
State of New York, County of Suffolk

Before me came ROGER CLAYMAN known to me and affirms that he has read the attached financial information and that the attached statement is true to the affirmant's own knowledge.

Notary Public Richard Buckman Date 9 NOVEMBER 2016

Notary Seal



DISCLOSURE BY CONTRACTOR/VENDORS DOING BUSINESS
WITH TOWN OF HUNTINGTON

For use pursuant to Chapter 53 of the Code of the Town of Huntington

1. Contractor's/Vendor's Name Labor Education & Community Service Agency
Address 390 Rabin Dr.
City and State Huntington NY Zip Code 11783

2. Contracting Department's Name _____
(Enter "Purchasing" if Supply or Service Bid)

3. Payee Federal Identification or Social Security _____

4. Type of Business: Corporation Partnership
 Sole Proprietorship Other 501(c)(3)

5a. Is your firm entering into a contract in excess of \$1,000?
 Yes No

5b. Is your firm entering into more than one contract with the Town of Huntington aggregating more than \$1,000?
 Yes No

5c. Are you making application to the Town Board, Planning Board or Zoning Board of Appeals of the Town of Huntington involving work in excess of \$1,000? Yes No. If you answered Yes to part 5a, 5b or 5c, you must complete parts 6 through 8. In any event, you must answer parts 9, 10 & 11.

6. List the names and addresses of all shareholders who hold an actual or beneficial interest in five percent (5%) or more of the outstanding stock issued by the contractor or vendor including the names and addresses of officers and Directors of corporate shareholders.
N/A

7. List the names and addresses of any other contractor, vendor or person who has, holds or may derive any actual or beneficial percentage of interest in any other form of ownership (that is, other than stock ownership) of the contractor or vendor in an amount equal to five percent (5%) or more.
N/A

8. Table of Organization.

a. List names and addresses of all individuals serving on the Board of Directors or comparable body of the contractor or vendor.
See Attached

b. List names and addresses of all corporate officers of the contractor or vendor. (Include title of officer.)
N/A

c. List the names and addresses of all counsel of the contractor or vendor.
Colleen O'Hara - Mells
100 Crossways Park Dr W #200
Woodbury NY 11797

9. Submit with disclosure statements any one (1) of the following three items:

- 1) a complete financial statement listing all assets and liabilities as well as a profit and loss statement for the prior year, or
- 2) a letter of credit reference from a recognized bank or financial institution, or
- 3) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW

These statements must be affirmed. (See attached Affirmation)

10. The undersigned shall include the Contractor's/Vendor's Public Disclosure Statement with the contract (describe general nature of the contract).

Employee Assistance Program

11. **VERIFICATION** This section must be signed by an officer or principal of the contractor or vendor authorized as a signatory of the company for the purpose of executing contracts. The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: 11/9/16 Signed: [Signature]
 Printed Name: Roger Clayman
 Title: Executive Director

NOTARY PUBLIC
STATE OF NEW YORK, COUNTY OF

SS:

Proprietorship being duly sworn, deposes
 Partnership and says; deponent has read the foregoing Contractor's/Vendor's
 Verification Public Disclosure Statement and knows the contents thereof;
 the same is true to deponent's own knowledge.

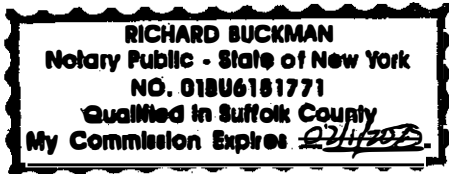
Corporate The of
 Verification a corporation;

deponent has read the foregoing Contractor's/Vendor's Public Disclosure Statement and knows the contents of; and the same is true to deponent's knowledge. This verification is made by deponent because is a corporation and deponent is an officer thereof.

Sworn to before me
on 9th NOVEMBER 2016

Signed: [Signature]
 Print Name: [Signature]

WARNING: The failure to file a verified Public Disclosure Statement as required under this local law shall constitute a material breach of contract. Town of Huntington may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of New York State.



LABOR EDUCATION & COMMUNITY SERVICE AGENCY, INC.
EMPLOYEE ASSISTANCE PROGRAM
390 Rabro Drive
Hauppauge, New York 11788
(631) 851-1295
(631) 851-1299

SERVICE AGREEMENT
BETWEEN:

LECSA

EMPLOYEE ASSISTANCE PROGRAM

AND

Town of Hempstead

April 1, 2017 – Sept 30, 2017

INTRODUCTION

The Labor Education & Community Services Agency, Inc. (LECSA) proposes to conduct an Employee Assistance Program for the **Town of Hempstead**. The staff at LECSA-EAP regards each employee who calls and/or walks through our doors as an individual, to be treated with respect and dignity.

LECSA provides...

- Assessment and short-term counseling for employees and management as well as referrals to outside providers.
- Training for management on how to make referrals to the EAP program. This involves training in how to speak with employees to facilitate a productive exchange and prevent counterproductive behavior.

LECSA'S OBLIGATION TO YOU

We will implement this contract on **April 1, 2017**. In the event that this contract is ever not renewed by the **Town of Hempstead** we will stand by you for 30 days to make sure your employees' treatment is never undermined.

We are not affiliated with any hospitals, insurance companies or treatment centers. This gives us the ability to manage our program independently. We will be available to the employees as well as their family members.

DELIVERY OF SERVICE

At LECSA, a counselor takes on many roles:

- Providing evaluation, assessment and short term counseling to employees and their family members.
- Linking individuals with existing resources such as therapists, alcohol/other drug treatment programs, self-help groups, financial counseling agencies, and legal services.
- Providing referrals to Social Service agencies for those employees in immediate need.
- Providing guidance regarding how to approach an individual about his/her substance use and getting the individual into the proper treatment program.
- Education about appropriate behaviors to prevent problems from developing in the work environment.

Our counselors are available, if needed, 24 hours a day, seven days a week. Any time a call is not answered by our staff (after hours or on weekends) our live answering service will answer the call. In an emergency, the service is able to get in touch with one of our counselors who will return the call as soon as possible.

We provide a monthly mental health topic article which is sent to a contact person for distribution to the employees and to be posted conspicuously where employees can read it. The newsletter covers a variety of subjects and members are encouraged to call our office if they would like more information on the monthly subject matter.

HOW TO GET HELP:

Call our office directly. Calling the EAP is a positive first step. Your courage and commitment will pay dividends in time. We can explore your options and decide how the EAP can help with issues in your personal life as well as on the job. Family members are also covered by the LECSA-EAP contract.

Whether an employee's needs can be met with just a few sessions or they will require long term treatment will be determined soon after the first call is placed. If an employee would like to come to our office, an appointment will be scheduled as soon as schedules permit. If it is determined at that time that resolution to the problem is possible in 2-3 sessions, the employee will continue to come to our offices. At times a direct referral to an outside provider may be preferable or clinically indicated. This is a decision that is made jointly by our trained staff and the employee.

Our clinicians are licensed social workers with specialty certifications in DOT, SAP requirements, experiential therapy, addictions, and employee assistance.

We will refer only to providers with whom we have established relationships and who participate in the employee's insurance plan. LECSA-EAP only works with providers who are licensed by the State of New York and will be chosen from our list of private practitioners, local mental health clinics, other licensed treatment programs as well as support groups. Before we refer an employee to any practitioner, LECSA has obtained the practitioner's credentials, specialties, training background and malpractice insurance verification. We determine their certifications/specialties, hours of operation and what insurances they accept. We closely monitor this list, edit it often and continually add new providers to it.

MANDATED/ADMINISTRATIVE REFERRALS

If an employee is referred to LECSA-EAP as the result of a positive drug test special productive confrontational approaches are needed. In such cases our clinicians will make full use of their knowledge in the dynamics of substance use. In addition, we have qualified substance abuse professionals (SAP) on staff, as required by the D.O.T.

We also handle other kinds of administrative referrals due to problematic behavior in the workplace, excessive use of sick time, etc.

For DWI cases our assessment specialists are authorized by the NY State Office of Alcoholism and Substance Abuse Services (OASAS) to perform DMV evaluations and referrals.

CONFIDENTIALITY

Your employees are guaranteed to receive confidential services. Our licensed clinical staff members strictly adhere to the Health Information Portability Privacy Act (HIPPA) guidelines, and Federal Confidentiality laws (CFR-42) We act in accordance with town and government regulations to ensure that the privacy of each individual is respected.

In order for LECSA to release any confidential information about one of our clients the identified individual must sign consent to release information form which authorizes us to share only the designated specific information with third parties. In cases of extreme emergency (suicidal, homicidal intent) and whenever child abuse is disclosed a signed consent is not required to notify the appropriate authorities.

CRISIS OR CATASTROPHE

We have a track record in working in the aftermath of a crisis. When traumatic events occur we are there with the appropriate support necessary to help employees cope with catastrophic events. We can work with both individuals and entire work units to help resolve anger, fear, blame, shame and guilt. We understand what psychological responses to expect.

OUTREACH TO EMPLOYEES

We will provide orientation for all employees to inform them about their EAP program benefits. We also recommend regular meetings with the Organization Coordinating Committee to assure that your program is running effectively. We will assist the Coordinating Committee with preparation of

written policies/procedures and the development of community resources.

REPORTS

We will provide yearly statistical reports with complete confidentiality (i.e., no employee is identified). If requested, we will provide quarterly statistical reporting.

SECURITY

LECSA will ensure that our personnel comply with all appropriate operational and lawful requirements.

All our employees shall possess for the term of this agreement the necessary qualifications, permits and licenses in order to perform the services required including malpractice and liability insurance.

Please note: any combination of 5 of the following workshops are available under this contract.

- **Employee Orientation**
- **Stress Management**
- **Anger Management**
- **Supervisory Training**
- **Sexual Harassment**

Summary of LECSA-EAP Services

Assessment / Evaluation
DOT, SAP Cases, DWI Cases

Short-Term Treatment

Referrals for Long-Term Treatment

Chemical Dependency Intervention

Case Management Services

Social Service Information

Supervisory Help

Monthly Mental Health Topic Articles

Crisis Intervention

Orientations

Coordinating Committee Assistance

Workshops

Statistical Reports

COST OF CONTRACT

The contract will be in effect for six months and the cost for all services for all employees, full-time, part-time, and seasonal will be \$26,000.00.


Payments shall be made in two installments of \$ 13,000.00.

The annual fee covers all clinical services, referrals, management consultation, DOT mandated activities, training, workshops, and record keeping, out-reach materials and advice.

INDEMNITY CLAUSE

Lecsa shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.


LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, its agents, servants or employees.



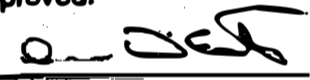
William F. Sammon Jr.
Director of Human Resources

6/21/17
Date

LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.



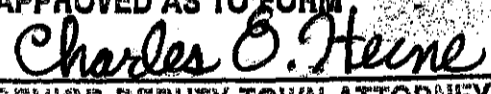
Roger Clayman,
Executive Director

Approved:


Stephen D'Esposito
Chief of Staff
Dated: Date 7/25-17

APPROVED
By AS Date 7/24/17


KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 7/24/17

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilman offered the following resolution and moved its adoption:

**RESOLUTION SUBJECT TO A PERMISSIVE REFERENDUM
AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF
GENERAL SERVICES TO EXECUTE AN ACCESS AGREEMENT BETWEEN
THE TOWN OF HEMPSTEAD AND HAUGLAND ENERGY GROUP, LLC
RELATIVE TO THE USE AND ACCESS TO THE TOWN OF HEMPSTEAD
PARKING LOT LOCATED AT 1500 LIDO BOULEVARD, LIDO BEACH,
TOWN OF HEMPSTEAD, NEW YORK**

WHEREAS, the Town of Hempstead, a municipal corporation with offices located at One Washington Street, Hempstead, New York is the owner in fee of the subject property; and

WHEREAS, HAUGLAND ENERGY GROUP, LLC is a duly incorporated company with offices at 11 Commercial Avenue, Plainview, New York 11803

WHEREAS, the Town of Hempstead maintains a parking lot at that location; and

WHEREAS, the Town Board of the Town of Hempstead has determined that it is in the best interest of the Town of Hempstead to enter into an access agreement with HAUGLAND ENERGY GROUP, LLC allowing HAUGLAND ENERGY GROUP, LLC to use a designated portion of said parking lot to store vehicles and storage containers on the property in accordance with the limitations of the agreement; and

WHEREAS, the designated subject property is not necessary for public purposes during the term of the proposed agreement: and

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of General Services be and he hereby is authorized to execute a contract on behalf of the Town of Hempstead with HAUGLAND ENERGY GROUP, LLC granting HAUGLAND ENERGY GROUP, LLC access and use of a portion of the parking lot for a twelve month term from September 5, 2017 through September 4, 2018 at a rate of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) per month; and

BE IT FURTHER

RESOLVED, that all monies paid to the Town shall be deposited in account 010-012-9000-2410 "Rental Property Line General Fund-Undistributed"; and

BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after adoption unless within thirty (30) days after its adoption there shall be filed with

Item #

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Case #

29746

the Town Clerk in accordance with article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**ACCESS AGREEMENT
BETWEEN
THE TOWN OF HEMPSTEAD
AND
HAUGLAND ENERGY GROUP LLC**

THIS ACCESS AGREEMENT ("Agreement") is made and entered into effective as of this 1st day of AUGUST, 2017, by and between **Haugland Energy Group LLC** (hereinafter "Haugland"), with its principal address of 11 Commercial Street, Plainview, New York 11803 and the TOWN OF HEMPSTEAD ("the Town"), a municipal corporation of the State of New York, having principal offices at One Washington Street, First Floor, Hempstead, NY 11550 hereinafter referred to as the party of the second part.

WITNESSETH:

WHEREAS, Town owns and operates an open parking lot, located at 1500 Lido Blvd in the hamlet of Lido Beach, Town of Hempstead, County of Nassau, State of New York (hereinafter "the Lot" or "TESR" (Temporary Equipment Storage Site); and

WHEREAS, the Town has the authority to grant rights and privileges with respect to the Lot; and

WHEREAS, Haugland wishes to utilize a portion of the Lot as a TESR to place approximately eight storage container, trailer and vehicles/equipment to support local work being performed for PSEG under FEMA grant; and

NOW, THEREFORE, for and in consideration of the use of the Lot in accordance with the terms of this agreement, and other valuable consideration, the parties hereto covenant and agree as follows:

1.0 PURPOSE

The purpose of this agreement is to induce the Town of Hempstead to allow Haugland the use and access of a portion of the parking lot at 1500 Lido Blvd to be designated by the Commissioner of Public Works for the purposes of storing machinery and equipment for a period not to exceed twelve (12) months.

2.0 SCOPE OF USE AS A TESR SITE

2.1 Haugland is hereby granted the use of a portion of the Lot from execution of this agreement and beginning on 09/05/17 until the end of 09/04/18 for the placement of storage containers and vehicles / construction related equipment.

2.2 It is agreed and understood between Haugland and the Town that under no circumstances shall Haugland continue to use any part of the Lot or any rights of way into or out of the Lot for any purpose subsequent beginning on the 05th day of September 2018 without the prior written consent of the Town of Hempstead.

- 2.3 Haugland is permitted to place storage containers and vehicles / construction equipment. If required, said storage containers and vehicles shall be fully registered with all Federal, State and Local governing agencies, shall comply with all safety regulations governing said equipment and shall be fully insured during the term of this agreement.
- 2.4 For use of a portion of the Lot herein mentioned in the manner herein considered, Haugland shall pay to the Town the sum of \$2,500 per month to be paid in monthly installments due and owing on the first of every month in advance. Payment shall be made via Credit Card, which may be kept on file in the office of the Comptroller, or via Business Check payable to "Town of Hempstead" and shall be made to the Office of the Town Clerk located at One Washington Street, First Floor, Hempstead, NY 11550.
- 2.5 Haugland shall, at its sole cost and expense, ensure that during the use of a portion of the Lot, all equipment is in proper working order, is staffed by employees familiar with the use of the equipment so as to minimize risk to both life and property of Haugland, Town, State and Federal employees and property.
- 2.6 Haugland recognizes and understands that the Lot is a public parking lot. Therefore, to ensure the health, safety and welfare of anyone lawfully situated thereat, that if, during the course of its operations, Haugland or any of its employees, subcontractors or any other individual or corporation then acting under its direction:
- a. damages any part of the Lot, including any equipment or Town Property thereon, Haugland shall, at its sole cost and expense, repair said damages within 24 hours of the event causing said damage to occur to the satisfaction of the Supervisor of the Town of Hempstead; or
 - b. releases any substance or liquid into the Lot or any of the surrounding Facilities, Haugland shall, shall at its own cost and expense, locate and remove said substance or liquid within 24 hours of said substance or liquid being released into the Lot and institute any required clean-up or remediation; or
 - c. damages any part of any walk, street, sidewalk or any other property within the Town of Hempstead, while engaged in its operations hereunder, by traversing on the roadways of the Town of Hempstead, Haugland shall, at its own cost and expense, repair said damages within 24 hours of the event causing said damage to occur to the satisfaction of the Supervisor of the Town of Hempstead.
- 3.0 Default: Haugland acknowledges that its license and authority to access and utilize a portion of the Lot as a TESR site may be revoked by the Town upon 24 hours written notice to any officer of Haugland or provided via email to John Reynolds at the email address JReynolds@hauglandllc.com for any breach of the terms of this Access Agreement.
- 3.1 Should Haugland wish to terminate this agreement before the twelve-month period ending September 04, 2018, Haugland may do so via providing written notice to the Town of Hempstead Town Attorney **with a copy to** the Commissioner of the Town of Hempstead Department of Public Works. **At no time, however, may Haugland**

terminate this agreement prior to the three month mark which will be designated as December 05, 2017. In the event Haugland wishes to terminate this agreement after December 05, 2017, Haugland will still remain liable for the full amount of the monthly fee in Paragraph 2.4 for the month in which the terminate notice is received.

4.0 Defense and Indemnification: Haugland agrees to defend, indemnify and hold harmless the Town of Hempstead, all of its employees, officers and elected officials, and any other agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments, subrogations or other damages, including, without limitation, for personal injury or property damage, in any way arising out of Haugland's use of the aforementioned Lot.

5.0 Insurance: Prior to entering onto any Town property for the purposes enunciated in this agreement, Haugland shall obtain at its sole cost and expense, a General Liability Insurance Policy in an amount of no less than \$1,000,000.00/\$3,000,000.00 naming the Town of Hempstead as additional insured and covering all of its employees, officers and elected officials, and any other agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments, subrogation claims or other damages, including, without limitation, for personal injury or property damage, in any way arising out of Haugland's use of the aforementioned Yard. Said insurance policy(ies) will be primary in coverage to all other insurance policies held by the Town of Hempstead. Haugland shall also ensure that any sub-contractors or other non-Haugland employees accessing and utilizing the Yard on or in behalf of Haugland and/or the Haugland project shall have similar insurance coverage and that the Town of Hempstead is listed as an additional insured on all such policies. Proof of insurance shall be in the form of a policy recital page and not an "Accord Form" or other such form.

5.1 The aforementioned Insurance Policy will be presented to the Office of the Hempstead Town Clerk, One Washington Street, First Floor, Hempstead, NY 11550 for approval. Haugland shall not use the Lot pursuant to this Access Agreement until the aforementioned insurance policy is reviewed and approved by the Hempstead Town Attorney's Office.

7.0 Restoration of TESR Site: Haugland shall, at the conclusion of its use of the Lot:

7.1 Restore the Lot to its original conditions prior to commencement of this Agreement. To ensure compliance, Haugland agrees and consents to inspection of the TESR site to determine that original site conditions have been restored, which determination shall be in the sole reasonable discretion of the Commissioner of Public Works.

7.2 To ensure compliance with the above, Haugland will ensure that the Town performs photographic documentation of the proposed TESR at the Lot. Once final cleanup and site restoration has been completed, the contractor will schedule a final inspection to include the Town of Hempstead. Haugland agrees that it will reimburse the Town for any expenditure the Town is required to make in order to return the TESR site to its pre-access agreement condition.

8.0 DISPUTES. In the event of a dispute between the parties leading to litigation, the parties agree and stipulate that such litigation shall be resolved in the Supreme Court of the State of New York in the County of Nassau. There shall be no defense of lack of personal or subject matter jurisdiction.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands, and such of them as are the corporation have caused these presents to be signed by their duly authorized officers.

TOWN OF HEMPSTEAD

BY: _____

Print Name: _____

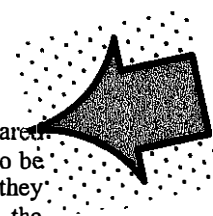
Title: _____

STATE OF NEW YORK)

: SS:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2017, before me, the undersigned, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.



NOTARY PUBLIC

HAUGLAND ENERGY GROUP LLC

BY: _____

Print Name: JOHN REYNOLDS

Title: CHIEF FINANCIAL OFFICER

STATE OF NEW YORK)

: SS:

COUNTY OF NASSAU)

On the 1 day of August in the year 2017, before me, the undersigned, personally appeared John Reynolds known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

Alanna Fisher
Notary Public, State of New York
No. 01F16349220
Qualified in Suffolk County
Commission Expires: 10/17/2029

Alanna Fisher
NOTARY PUBLIC

APPROVED

[Signature]
DIRECTOR OF PURCHASING

APPROVED

By [Signature] Date 8/2/17
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

-5-

Approved as to form

[Signature]
Deputy Town Attorney
Dated 8/2/17



CASE NO.

RESOLUTION NO.

ADOPTED:

Councilman offered the following resolution and moved its adoption:

RESOLUTION SUBJECT TO A PERMISSIVE REFERENDUM
AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF
SANITATION TO EXECUTE AN ACCESS AGREEMENT BETWEEN THE
TOWN OF HEMPSTEAD AND HAUGLAND ENERGY GROUP, LLC
RELATIVE TO THE USE AND ACCESS TO THE TOWN OF HEMPSTEAD
PARKING LOT LOCATED AT 1600 MERRICK ROAD, MERRICK, TOWN OF
HEMPSTEAD, NEW YORK

WHEREAS, the Town of Hempstead, a municipal corporation with offices located at One Washington Street, Hempstead, New York is the owner in fee of the subject property; and

WHEREAS, HAUGLAND ENERGY GROUP, LLC is a duly incorporated company with offices at 11 Commercial Avenue, Plainview, New York 11803

WHEREAS, the Town of Hempstead maintains a parking lot at that location; and

WHEREAS, the Town Board of the Town of Hempstead has determined that it is in the best interest of the Town of Hempstead to enter into an access agreement with HAUGLAND ENERGY GROUP, LLC allowing HAUGLAND ENERGY GROUP, LLC to use a designated portion of said parking lot to store vehicles and storage containers on the property in accordance with the limitations of the agreement; and

WHEREAS, the designated subject property is not necessary for public purposes during the term of the proposed agreement: and

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Sanitation be and he hereby is authorized to execute a contract on behalf of the Town of Hempstead with HAUGLAND ENERGY GROUP, LLC granting HAUGLAND ENERGY GROUP, LLC access and use of a portion of the parking lot for a twelve month term from August 9, 2017 through August 8, 2018 at a rate of ONETHOUSAND DOLLARS (\$1,000.00) per month; and

BE IT FURTHER

RESOLVED, that all monies paid to the Town shall be deposited in account 010-012-9000-2410 "Rental Property Line General Fund-Undistributed"; and

BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after adoption unless within thirty (30) days after its adoption there shall be filed with

Item # 46

Case # 29746

the Town Clerk in accordance with article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**ACCESS AGREEMENT
BETWEEN
THE TOWN OF HEMPSTEAD
AND
HAUGLAND ENERGY GROUP LLC**

THIS ACCESS AGREEMENT ("Agreement") is made and entered into effective as of this 1st day of August, 2017, by and between Haugland Energy Group LLC (hereinafter "Haugland"), with its principal address of 11 Commercial Street, Plainview, New York 11803 and the TOWN OF HEMPSTEAD ("the Town"), a municipal corporation of the State of New York, having principal offices at One Washington Street, First Floor, Hempstead, NY 11550 hereinafter referred to as the party of the second part.

WITNESSETH:

WHEREAS, Town owns and operates an open parking lot, located at 1600 Merrick Rd in the hamlet of Merrick, Town of Hempstead, County of Nassau, State of New York (hereinafter "the Lot" or "TESR" (Temporary Equipment Storage Site); and

WHEREAS, the Town has the authority to grant rights and privileges with respect to the Lot; and

WHEREAS, Haugland wishes to utilize a portion of the Lot as a TESR to place approximately eight storage container, trailer and vehicles/equipment to support local work being performed for PSEG under FEMA grant; and

NOW, THEREFORE, for and in consideration of the use of the Lot in accordance with the terms of this agreement, and other valuable consideration, the parties hereto covenant and agree as follows:

1.0 PURPOSE

The purpose of this agreement is to induce the Town of Hempstead to allow Haugland the use and access of a portion of the parking lot at 1600 Merrick Rd to be designated by the Commissioner of Public Works for the purposes of storing machinery and equipment for a period not to exceed twelve (12) months.

2.0 SCOPE OF USE AS A TESR SITE

2.1 Haugland is hereby granted the use of a portion of the Lot from execution of this agreement and beginning on 08/09/17 until the end of 08/08/18 for the placement of storage containers and vehicles / construction related equipment.

2.2 It is agreed and understood between Haugland and the Town that under no circumstances shall Haugland continue to use any part of the Lot or any rights of way into or out of the Lot for any purpose subsequent beginning on the 09th day of August 2018 without the prior written consent of the Town of Hempstead.

2.3 Haugland is permitted to place storage containers and vehicles / construction equipment. If required, said storage containers and vehicles shall be fully registered with all Federal, State and Local governing agencies, shall comply with all safety regulations governing said equipment and shall be fully insured during the term of this agreement.

2.4 For use of a portion of the Lot herein mentioned in the manner herein considered, Haugland shall pay to the Town the sum of \$1,000 per month to be paid in monthly installments due and owing on the first of every month in advance. Payment shall be made via Credit Card, which may be kept on file in the office of the Comptroller, or via Business Check payable to "Town of Hempstead" and shall be made to the Office of the Town Clerk located at One Washington Street, First Floor, Hempstead, NY 11550.

2.5 Haugland shall, at its sole cost and expense, ensure that during the use of a portion of the Lot, all equipment is in proper working order, is staffed by employees familiar with the use of the equipment so as to minimize risk to both life and property of Haugland, Town, State and Federal employees and property.

2.6 Haugland recognizes and understands that the Lot is a public parking lot. Therefore, to ensure the health, safety and welfare of anyone lawfully situated thereat, that if, during the course of its operations, Haugland or any of its employees, subcontractors or any other individual or corporation then acting under its direction:

- a. damages any part of the Lot, including any equipment or Town Property thereon, Haugland shall, at its sole cost and expense, repair said damages within 24 hours of the event causing said damage to occur to the satisfaction of the Supervisor of the Town of Hempstead; or
- b. releases any substance or liquid into the Lot or any of the surrounding Facilities, Haugland shall, shall at its own cost and expense, locate and remove said substance or liquid within 24 hours of said substance or liquid being released into the Lot and institute any required clean-up or remediation; or
- c. damages any part of any walk, street, sidewalk or any other property within the Town of Hempstead, while engaged in its operations hereunder, by traversing on the roadways of the Town of Hempstead, Haugland shall, at its own cost and expense, repair said damages within 24 hours of the event causing said damage to occur to the satisfaction of the Supervisor of the Town of Hempstead.

3.0 **Default:** Haugland acknowledges that its license and authority to access and utilize a portion of the Lot as a TESR site may be revoked by the Town upon 24 hours written notice to any officer of Haugland or provided via email to John Reynolds at the email address JReynolds@hauglandllc.com for any breach of the terms of this Access Agreement.

3.1 Should Haugland wish to terminate this agreement before the twelve-month period ending August 08, 2018, Haugland may do so via providing written notice to the Town of Hempstead Town Attorney **with a copy to** the Commissioner of the Town of Hempstead Department of Public Works. **At no time, however, may Haugland**

terminate this agreement prior to the three month mark which will be designated as November 09, 2017. In the event Haugland wishes to terminate this agreement after November 09, 2017, Haugland will still remain liable for the full amount of the monthly fee in Paragraph 2.4 for the month in which the terminate notice is received.

4.0 Defense and Indemnification: Haugland agrees to defend, indemnify and hold harmless the Town of Hempstead, all of its employees, officers and elected officials, and any other agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments, subrogations or other damages, including, without limitation, for personal injury or property damage, in any way arising out of Haugland's use of the aforementioned Lot.

5.0 Insurance: Prior to entering onto any Town property for the purposes enunciated in this agreement, Haugland shall obtain at its sole cost and expense, a General Liability Insurance Policy in an amount of no less than \$1,000,000.00/\$3,000,000.00 naming the Town of Hempstead as additional insured and covering all of its employees, officers and elected officials, and any other agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments, subrogation claims or other damages, including, without limitation, for personal injury or property damage, in any way arising out of Haugland's use of the aforementioned Yard. Said insurance policy(ies) will be primary in coverage to all other insurance policies held by the Town of Hempstead. Haugland shall also ensure that any sub-contractors or other non-Haugland employees accessing and utilizing the Yard on or in behalf of Haugland and/or the Haugland project shall have similar insurance coverage and that the Town of Hempstead is listed as an additional insured on all such policies. Proof of insurance shall be in the form of a policy recital page and not an "Accord Form" or other such form.

5.1 The aforementioned Insurance Policy will be presented to the Office of the Hempstead Town Clerk, One Washington Street, First Floor, Hempstead, NY 11550 for approval. Haugland shall not use the Lot pursuant to this Access Agreement until the aforementioned insurance policy is reviewed and approved by the Hempstead Town Attorney's Office.

7.0 Restoration of TESR Site: Haugland shall, at the conclusion of its use of the Lot:

7.1 Restore the Lot to its original conditions prior to commencement of this Agreement. To ensure compliance, Haugland agrees and consents to inspection of the TESR site to determine that original site conditions have been restored, which determination shall be in the sole reasonable discretion of the Commissioner of Public Works.

7.2 To ensure compliance with the above, Haugland will ensure that the Town performs photographic documentation of the proposed TESS at the Lot. Once final cleanup and site restoration has been completed, the contractor will schedule a final inspection to include the Town of Hempstead. Haugland agrees that it will reimburse the Town for any expenditure the Town is required to make in order to return the TESS site to its pre-access agreement condition.

8.0 DISPUTES. In the event of a dispute between the parties leading to litigation, the parties agree and stipulate that such litigation shall be resolved in the Supreme Court of the State of New York in the County of Nassau. There shall be no defense of lack of personal or subject matter jurisdiction.

{Signature page to follow}

IN WITNESS WHEREOF, the parties have hereunto set their hands, and such of them as are the corporation have caused these presents to be signed by their duly authorized officers.

TOWN OF HEMPSTEAD

BY: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)

: SS:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2017, before me, the undersigned, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

NOTARY PUBLIC

HAUGLAND ENERGY GROUP LLC

BY: _____

Print Name: JOHN REYNOLDS

Title: CHIEF FINANCIAL OFFICER

STATE OF New York)

: SS:

COUNTY OF Nassau)

On the 1 day of August in the year 2017, before me, the undersigned, personally appeared John Reynolds known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

Alanna Fisher
Notary Public, State of New York
No. 01F16349220
Qualified in Suffolk County
Commission Expires: 10/17/2020

Alanna Fisher
NOTARY PUBLIC

APPROVED

APPROVED

By Kevin R. Conroy Date 8/2/17 DIRECTOR OF PURCHASING

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

Approved as to form

[Signature]
Deputy Town Attorney

Dated 8/2/17

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilman _____ offered the following resolution and moved its adoption:

**RESOLUTION SUBJECT TO A PERMISSIVE REFERENDUM
AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF
GENERAL SERVICES TO EXECUTE AN ACCESS AGREEMENT BETWEEN
THE TOWN OF HEMPSTEAD AND HAUGLAND ENERGY GROUP, LLC
RELATIVE TO THE USE AND ACCESS TO THE TOWN OF HEMPSTEAD
PARKING LOT LOCATED AT 450 MILBURN AVENUE, UNIONDALE,
TOWN OF HEMPSTEAD, NEW YORK**

WHEREAS, the Town of Hempstead, a municipal corporation with offices located at One Washington Street, Hempstead, New York is the owner in fee of the subject property; and

WHEREAS, HAUGLAND ENERGY GROUP, LLC is a duly incorporated company with offices at 11 Commercial Avenue, Plainview, New York 11803

WHEREAS, the Town of Hempstead maintains a parking lot at that location; and

WHEREAS, the Town Board of the Town of Hempstead has determined that it is in the best interest of the Town of Hempstead to enter into an access agreement with HAUGLAND ENERGY GROUP, LLC allowing HAUGLAND ENERGY GROUP, LLC to use a designated portion of said parking lot to store vehicles and storage containers on the property in accordance with the limitations of the agreement; and

WHEREAS, the designated subject property is not necessary for public purposes during the term of the proposed agreement; and

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of General Services be and he hereby is authorized to execute a contract on behalf of the Town of Hempstead with HAUGLAND ENERGY GROUP, LLC granting HAUGLAND ENERGY GROUP, LLC access and use of a portion of the parking lot for a twelve month term from August 9, 2017 through August 9, 2019 at a rate of FIVE THOUSAND DOLLARS (\$5,000.00) per month; and

BE IT FURTHER

RESOLVED, that all monies paid to the Town shall be deposited in account 010-012-9000-2410 "Rental Property Line General Fund-Undistributed"; and

BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after adoption unless within thirty (30) days after its adoption there shall be filed with

Item # _____ 47

Case # _____ 29746

the Town Clerk in accordance with article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

2017 JUL 31 A 10 33

TOWN OF HEMPSTEAD
TOWN CLERK

**ACCESS AGREEMENT
BETWEEN
THE TOWN OF HEMPSTEAD
AND
HAUGLAND ENERGY GROUP LLC**

THIS ACCESS AGREEMENT (“Agreement”) is made and entered into effective as of this 15 day of August, 2017, by and between **Haugland Energy Group LLC** (hereinafter “Haugland”), with its principal address of 11 Commercial Street, Plainview, New York 11803 and the TOWN OF HEMPSTEAD (“the Town”), a municipal corporation of the State of New York, having principal offices at One Washington Street, First Floor, Hempstead, NY 11550 hereinafter referred to as the party of the second part.

WITNESSETH:

WHEREAS, Town owns and operates an open parking lot, located at 450 Milburn Avenue in the hamlet of Uniondale, Town of Hempstead, County of Nassau, State of New York (hereinafter “the Lot” or “TESR” (Temporary Equipment Storage Site); and

WHEREAS, the Town has the authority to grant rights and privileges with respect to the Lot; and

WHEREAS, Haugland wishes to utilize a portion of the Lot as a TESR to place approximately eight storage container, trailer and vehicles/equipment to support local work being performed for PSEG under FEMA grant; and

NOW, THEREFORE, for and in consideration of the use of the Lot in accordance with the terms of this agreement, and other valuable consideration, the parties hereto covenant and agree as follows:

1.0 PURPOSE

The purpose of this agreement is to induce the Town of Hempstead to allow Haugland the use and access of a portion of the parking lot at 450 Milburn Avenue to be designated by the Commissioner of Public Works for the purposes of storing machinery and equipment for a period not to exceed twenty four (24) months.

2.0 SCOPE OF USE AS A TESR SITE

2.1 Haugland is hereby granted the use of a portion of the Lot from execution of this agreement and beginning on 08/09/17 until the end of 08/08/19 for the placement of storage containers and vehicles / construction related equipment.

2.2 It is agreed and understood between Haugland and the Town that under no circumstances shall Haugland continue to use any part of the Lot or any rights of way into or out of the Lot for any purpose subsequent beginning on the 09th day of August 2019 without the prior written consent of the Town of Hempstead.

- 2.3 Haugland is permitted to place storage containers and vehicles / construction equipment. If required, said storage containers and vehicles shall be fully registered with all Federal, State and Local governing agencies, shall comply with all safety regulations governing said equipment and shall be fully insured during the term of this agreement.
- 2.4 For use of a portion of the Lot herein mentioned in the manner herein considered, Haugland shall pay to the Town the sum of \$5,000 per month to be paid in monthly installments due and owing on the first of every month in advance. Payment shall be made via Credit Card, which may be kept on file in the office of the Comptroller, or via Business Check payable to "Town of Hempstead" and shall be made to the Office of the Town Clerk located at One Washington Street, First Floor, Hempstead, NY 11550.
- 2.5 Haugland shall, at its sole cost and expense, ensure that during the use of a portion of the Lot, all equipment is in proper working order, is staffed by employees familiar with the use of the equipment so as to minimize risk to both life and property of Haugland, Town, State and Federal employees and property.
- 2.6 Haugland recognizes and understands that the Lot is a public parking lot. Therefore, to ensure the health, safety and welfare of anyone lawfully situated thereat, that if, during the course of its operations, Haugland or any of its employees, subcontractors or any other individual or corporation then acting under its direction:

- a. damages any part of the Lot, including any equipment or Town Property thereon, Haugland shall, at its sole cost and expense, repair said damages within 24 hours of the event causing said damage to occur to the satisfaction of the Supervisor of the Town of Hempstead; or
- b. releases any substance or liquid into the Lot or any of the surrounding Facilities, Haugland shall, shall at its own cost and expense, locate and remove said substance or liquid within 24 hours of said substance or liquid being released into the Lot and institute any required clean-up or remediation; or
- c. damages any part of any walk, street, sidewalk or any other property within the Town of Hempstead, while engaged in its operations hereunder, by traversing on the roadways of the Town of Hempstead, Haugland shall, at its own cost and expense, repair said damages within 24 hours of the event causing said damage to occur to the satisfaction of the Supervisor of the Town of Hempstead.

3.0 Default: Haugland acknowledges that its license and authority to access and utilize a portion of the Lot as a TESR site may be revoked by the Town upon 24 hours written notice to any officer of Haugland or provided via email to John Reynolds at the email address JReynolds@hauglandllc.com for any breach of the terms of this Access Agreement.

3.1 Should Haugland wish to terminate this agreement before the twenty four month period ending August 08, 2019, Haugland may do so via providing written notice to the Town of Hempstead Town Attorney **with a copy to** the Commissioner of the Town of Hempstead Department of Public Works. **At no time, however, may**

Haugland terminate this agreement prior to the three month mark which will be designated as November 09, 2017. In the event Haugland wishes to terminate this agreement after November 09, 2017, Haugland will still remain liable for the full amount of the monthly fee in Paragraph 2.4 for the month in which the terminate notice is received.

4.0 **Defense and Indemnification:** Haugland agrees to defend, indemnify and hold harmless the Town of Hempstead, all of its employees, officers and elected officials, and any other agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments, subrogations or other damages, including, without limitation, for personal injury or property damage, in any way arising out of Haugland's use of the aforementioned Lot.

5.0 **Insurance:** Prior to entering onto any Town property for the purposes enunciated in this agreement, Haugland shall obtain at its sole cost and expense, a General Liability Insurance Policy in an amount of no less than \$1,000,000.00/\$3,000,000.00 naming the Town of Hempstead as additional insured and covering all of its employees, officers and elected officials, and any other agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments, subrogation claims or other damages, including, without limitation, for personal injury or property damage, in any way arising out of Haugland's use of the aforementioned Yard. Said insurance policy(ies) will be primary in coverage to all other insurance policies held by the Town of Hempstead. Haugland shall also ensure that any sub-contractors or other non-Haugland employees accessing and utilizing the Yard on or in behalf of Haugland and/or the Haugland project shall have similar insurance coverage and that the Town of Hempstead is listed as an additional insured on all such policies. Proof of insurance shall be in the form of a policy recital page and not an "Accord Form" or other such form.

5.1 The aforementioned Insurance Policy will be presented to the Office of the Hempstead Town Clerk, One Washington Street, First Floor, Hempstead, NY 11550 for approval. Haugland shall not use the Lot pursuant to this Access Agreement until the aforementioned insurance policy is reviewed and approved by the Hempstead Town Attorney's Office.

7.0 **Restoration of TESR Site:** Haugland shall, at the conclusion of its use of the Lot:

7.1 Restore the Lot to its original conditions prior to commencement of this Agreement. To ensure compliance, Haugland agrees and consents to inspection of the TESR site to determine that original site conditions have been restored, which determination shall be in the sole reasonable discretion of the Commissioner of Public Works.

7.2 To ensure compliance with the above, Haugland will ensure that the Town performs photographic documentation of the proposed TESR at the Lot. Once final cleanup and site restoration has been completed, the contractor will schedule a final inspection to include the Town of Hempstead. Haugland agrees that it will reimburse the Town for any expenditure the Town is required to make in order to return the TESR site to its pre-access agreement condition.

8.0 DISPUTES. In the event of a dispute between the parties leading to litigation, the parties agree and stipulate that such litigation shall be resolved in the Supreme Court of the State of New York in the County of Nassau. There shall be no defense of lack of personal or subject matter jurisdiction.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands, and such of them as are the corporation have caused these presents to be signed by their duly authorized officers.

TOWN OF HEMPSTEAD

BY: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)

: SS:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2017, before me, the undersigned, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

NOTARY PUBLIC

HAUGLAND ENERGY GROUP LLC

BY: _____

Print Name: JOHN REYNOLDS

Title: CHIEF FINANCIAL OFFICER

STATE OF NEW YORK)

: SS:

COUNTY OF Nassau)

On the 1 day of August in the year 2017, before me, the undersigned, personally appeared John Reynolds known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

Alanna Fisher
Notary Public, State of New York
No. 01F16349220
Qualified in Suffolk County
Commission Expires: 10/17/2020

Alanna Fisher
NOTARY PUBLIC

APPROVED

By [Signature] Date 8/2/17

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED -5-
[Signature]
DIRECTOR OF PURCHASING

Approved as to form

[Signature]
Deputy Town Attorney

Dated 8/2/17

CASE NO.

RESOLUTION NO.

Adopted: _____ offered the following resolution and moved its adoption:

RESOLUTION EXTENDING THE TEMPORARY MORATORIUM ON DEVELOPMENT OF CERTAIN GOLF COURSE PROPERTIES UNDER SECTION 302(R) OF ARTICLE XXXI OF THE BUILDING ZONE ORDINANCE OF THE TOWN OF HEMPSTEAD

WHEREAS, pursuant to Resolution No. 1541-2016, adopted November 15, 2016, the Town Board enacted a new section 302 (R) of Article XXXI of the Building Zone Ordinance, in relation to imposing a temporary moratorium on residential development of certain golf course properties as described therein, effective December 5, 2016 and extending for a period of 180 days therefrom, and pursuant to Resolution No 726-2017 adopted May 9, 2017, pursuant subsection 302(R)3 of Article XXXI of the Building Zone Ordinance, the moratorium was administratively extended for all purposes to include an additional 90 days immediately following the initial 180 day moratorium period. ; and

WHEREAS, said moratorium is currently in effect, whereby the Department of Buildings and any other Town Agency or department with jurisdiction will not issue any final building permit or other necessary approval, in connection with any application for residential development of any part of a privately-owned golf course property, including areas of the golf course, clubhouse building(s) and/or accessory buildings, structures, appurtenances or interior roads or pathways of any kind, provided that any part of the overall golf course property is located either adjacent to or within 500 feet of any land included within the territorial limits of an incorporated village; and

WHEREAS, pursuant subsection 302(R)3, the moratorium is subject to additional 90-day extensions by further administrative action of the Town Board, if the Town Board shall determine that any such extension is necessary to maintain the status quo while it shall properly conduct and complete it's study and enact new regulations, as it may deem appropriate; and

WHEREAS, the Town Board has received a letter dated August 1, 2017 from Cameron Engineering of Woodbury, New York, the engineering firm which is assisting the Town in preparation of new regulations to ensure that any residential redevelopment of golf course properties covered by the moratorium will be fully in accordance with existing area character and layout in the surrounding vicinities, including but not limited to the existing area character and layout of properties in adjacent or nearby incorporated villages; and

WHEREAS, in the letter, Cameron Engineering recommends that the Town Board extend the moratorium for a second additional period of 90 days:

NOW, THEREFORE, BE IT

Item #

48

Case #

28674

RESOLVED, that a second 90-day extension of the moratorium period is necessary to maintain the status quo while the Town shall properly conduct and complete it's study and enact new regulations in accordance with the legislative intent of section 302(R) as provided therein; and be it further

RESOLVED, that pursuant subsection 302(R)3 of Article XXXI of the Building Zone Ordinance, the moratorium is hereby extended for all purposes to include a second additional 90 days immediately following the initial 180 day moratorium period; and be it further

RESOLVED that all parties receive notice of this resolution to the extent required by law.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLAN SUBMITTED BY JOSEPH A. MARX, P.E., ON BEHALF OF SONS EAST MEADOW LLC, IN CONNECTION WITH BUILDING APPLICATION #201701575, FOR THE CONSTRUCTION OF SITE IMPROVEMENTS FOR A RETAIL SHOPPING CENTER, LOCATED ON THE NORTHEAST CORNER OF FRONT STREET AND EAST MEADOW AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Joseph A. Marx, P.E., on behalf of Sons East Meadow LLC, has submitted an application bearing #201701575, for the construction of site improvements for a retail shopping center, located on the northeast corner of Front Street and East Meadow Avenue, East Meadow, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a site plan entitled, Dimensional Plan, dated January 30, 2017 last revised July 14, 2017, and bearing the seal of Joseph A. Marx, P.E., License #093944, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

WHEREAS, said site plan has been approved with conditions by the Commissioner of the Highway Department, the Town Engineer and the Commissioner of the Department of Buildings pending Nassau County Department of Public Works approval; and

WHEREAS, the Town Board, after giving due consideration to those matters required to be considered by them pursuant to the provisions of the aforesaid Section 305, finds it in the public interest that the site shown be developed and improved in accordance with the site plan as submitted subject to the conditions thereon noted;

NOW THEREFORE, BE IT

RESOLVED, that the site plan submitted by Joseph A. Marx, P.E., on behalf of Sons East Meadow LLC, entitled, Dimensional Plan, dated January 30, 2017 last revised July 14, 2017, and bearing the seal of Joseph A. Marx, P.E., License #093944, University of the State of New York, in connection with building application #201701575, with respect to the construction of site improvements for a retail shopping center, located on the northeast corner of Front Street and East Meadow Avenue, East Meadow, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 49
Case # 29747

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE OF TOWN ATTORNEY TO SETTLE THE CLAIM OF MICHEAL WALKER IN THE AMOUNT OF \$800,000.00.

WHEREAS, Micheal Walker, by his attorneys, William Schwitzer & Associates, P.C., with offices in New York, New York made claim against the Town of Hempstead for personal injuries sustained by him when the 1996 Chevrolet motor vehicle he was operating was in a collision with a Town of Hempstead Highway Department street sweeper on Salem Road at its intersection with Lambeth Lane in Valley Stream, New York on July 17, 2009; and

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

WHEREAS, subsequent to a jury trial on liability and damages, a proposal was made between William Schwitzer & Associates, P.C., attorneys for Michael Walker and the Town of Hempstead trial counsel to settle the personal injury claim of Micheal Walker in the amount of \$800,000,00 ;and

WHEREAS, William Schwitzer & Associates, P.C., attorneys for Michael Walker, have forwarded a stipulation discontinuing action and an executed general release to the Office of the Town Attorney ;and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Office of Town Attorney is authorized to settle the personal injury claim of Michael Walker in the amount of \$800, 000. 00 regarding an accident occurring on July 17, 2009, said amount to be paid out of the Part Town - Highway Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

50

Case #

10889

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

Item # 51
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. 60-2017, 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 September 5, 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. 60-2017, 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 # 52

Case# 29741

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 5th day of September, 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:

ELMONT
Section 202-19

AMERICAN AVENUE (TH 292/17) North Side - 30 MINUTE PARKING 8 AM to 5 PM - starting at the east curbline of Meacham Avenue, east for a distance of 64 feet.

(NR) ISLAND PARK
Section 202-28

IOWA PLACE (TH 225/17) West Side - THREE HOUR PARKING 8 AM - 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - start at a point 30 feet south of the south curbline of California Place North, south to a point 30 feet north of the north curbline of California Place South.

OCEANSIDE
Section 202-13

ELLIOT BOULEVARD (TH 258/17) East Side - NO PARKING 8 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 118 feet south of the apex of Elliot Blvd. and Royal Avenue, south for a distance of 83 feet.

ELLIOT BOULEVARD (TH 258/17) East Side - NO PARKING 11 AM - 3 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 201 feet south of the apex of Elliot Blvd. and Royal Avenue, south for a distance of 177 feet.

UNIONDALE
Section 202-12

ARCADIA AVENUE (TH 240/17) East Side - NO PARKING MONDAY - FRIDAY 9 AM to 3 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 90 feet north of the north curbline of Pembroke Street, north for a distance of 106 feet.

GILROY AVENUE (TH 254/17) West Side - NO PARKING 8 PM to 9 AM - starting at a point 227 feet south of the south curbline of Hempstead Turnpike, then south for a distance of 85 feet.

WANTAGH
Section 202-10

WILLIAM STREET (TH 247/17) North Side - NO PARKING 7 PM - 7 AM - starting at a point 50 feet west of the west curbline of Wantagh Avenue, west for a distance of 113 feet.

WILLIAM STREET (TH 247/17) North Side - NO PARKING 7 PM - 7 AM - starting at a point 132 feet west of the west curbline of Wantagh Avenue, west for a distance of 115 feet.

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

ELMONT
Section 202-19

AMERICAN AVENUE (TH 578/74) North Side - 30 MINUTE PARKING 8 AM to 5 PM EXCEPT SUNDAYS & HOLIDAYS - starting at the east curbline of Meacham Avenue, east for a distance of 64 feet. (Adopted 1/10/75)

(NR) ISLAND PARK
Section 202-28

IOWA PLACE (TH 488/66) West Side - NO PARKING 8 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 30 feet south of the south curblineline of California Place North, south to a point 30 feet north of the north curblineline of California Place South. (Adopted 5/9/67)

OCEANSIDE
Section 202-13

ELLIOT BOULEVARD (TH 95/88) East Side - NO PARKING 8 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 118 feet south of the apex of Elliot Blvd. and Royal Avenue, south for a distance of 130 feet. (Adopted 6/21/88)

UNIONDALE
Section 202-12

ARCADIA AVENUE (TH 447/15) East Side – NO PARKING MONDAY-FRIDAY 9 AM to 3 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 90 feet north of the north curblineline of Pembroke St., north for a distance of 40 feet. (Adopted 11/24/15)

GILROY AVENUE (TH 578/01) West Side - NO PARKING 8 PM to 9 AM - starting at a point 227 feet south of the south curblineline of Hempstead Turnpike, south for a distance of 25 feet. (Adopted 3/12/02)

WANTAGH
Section 202-10

WILLIAM STREET (TH 1/97) North Side - NO PARKING 7 PM - 7 AM - starting at a point 50 feet west of the west curblineline of Wantagh Avenue, west for a distance of 288 feet. (Adopted 8/19/97)

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: August 8, 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-nine of two thousand seventeen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- ELMONT Section 202-19 AMERICAN AVENUE (TH 292/17) North Side - 30 MINUTE PARKING 8 AM to 5 PM - starting at the east curbline of Meacham Avenue, east for a distance of 64 feet.
- (NR) ISLAND PARK Section 202-28 IOWA PLACE (TH 225/17) West Side - THREE HOUR PARKING 8 AM - 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - start at a point 30 feet south of the south curbline of California Place North, south to a point 30 feet north of the north curbline of California Place South.
- OCEANSIDE Section 202-13 ELLIOT BOULEVARD (TH 258/17) East Side - NO PARKING 8 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 118 feet south of the apex of Elliot Blvd. and Royal Avenue, south for a distance of 83 feet.
- ELLIOT BOULEVARD (TH 258/17) East Side - NO PARKING 11 AM - 3 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 201 feet south of the apex of Elliot Blvd. and Royal Avenue, south for a distance of 177 feet.
- UNIONDALE Section 202-12 ARCADIA AVENUE (TH 240/17) East Side - NO PARKING MONDAY - FRIDAY 9 AM to 3 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 90 feet north of the north curbline of Pembroke Street, north for a distance of 106 feet.
- GILROY AVENUE (TH 254/17) West Side - NO PARKING 8 PM to 9 AM - starting at a point 227 feet south of the south curbline of Hempstead Turnpike, then south for a distance of 85 feet.
- WANTAGH Section 202-10 WILLIAM STREET (TH 247/17) North Side - NO PARKING 7 PM - 7 AM - starting at a point 50 feet west of the west curbline of Wantagh Avenue, west for a distance of 113 feet.
- WILLIAM STREET (TH 247/17) North Side - NO PARKING 7 PM - 7 AM - starting at a point 132 feet west of the west curbline of Wantagh Avenue, west for a distance of 115 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-nine of two thousand seventeen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- ELMONT Section 202-19 AMERICAN AVENUE (TH 578/74) North Side - 30 MINUTE PARKING 8 AM to 5 PM EXCEPT SUNDAYS & HOLIDAYS - starting at the east curbline of Meacham Avenue, east for a distance of 64 feet. (Adopted 1/10/75)

(NR) ISLAND PARK
Section 202-28

IOWA PLACE (TH 488/66) West Side - NO PARKING 8 AM to 4 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 30 feet south of the south curblineline of California Place North, south to a point 30 feet north of the north curblineline of California Place South. (Adopted 5/9/67)

OCEANSIDE
Section 202-13

ELLIOT BOULEVARD (TH 95/88) East Side - NO PARKING 8 AM - 10 AM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 118 feet south of the apex of Elliot Blvd. and Royal Avenue, south for a distance of 130 feet. (Adopted 6/21/88)

UNIONDALE
Section 202-12

ARCADIA AVENUE (TH 447/15) East Side - NO PARKING MONDAY-FRIDAY 9 AM to 3 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 90 feet north of the north curblineline of Pembroke St., north for a distance of 40 feet. (Adopted 11/24/15)

GILROY AVENUE (TH 578/01) West Side - NO PARKING 8 PM to 9 AM - starting at a point 227 feet south of the south curblineline of Hempstead Turnpike, south for a distance of 25 feet. (Adopted 3/12/02)

WANTAGH
Section 202-10

WILLIAM STREET (TH 1/97) North Side - NO PARKING 7 PM - 7 AM - starting at a point 50 feet west of the west curblineline of Wantagh Avenue, west for a distance of 288 feet. (Adopted 8/19/97)

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

CASE NO. 29742

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "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. 61-2017, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include "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 September 5, 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. 61-2017, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include "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 # 53

Case # 29742

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 5th day of September, 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:

- BALDWIN** GRAND AVENUE (TH 264/17) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of School Street, north for a distance of 25 feet.
- GRAND AVENUE (TH 264/17) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Edna Court, south for a distance of 30 feet.
- EAST MEADOW** EAST MEADOW AVENUE (TH 262/17) East Side - NO STOPPING ANYTIME - starting at a point 82 feet south of the south curbline of McKinley Avenue, south for a distance of 140 feet.
- ELMONT** HUNNEWELL AVENUE (TH 269/17) West Side - NO PARKING ANYTIME - starting at a point 331 feet south of the south curbline of Langdon Street, south for a distance of 22 feet.
- NORFELD STREET (TH 260/17) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Barbara Street, west for a distance of 30 feet.
- NORFELD STREET (TH 260/17) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Barbara Street, east for a distance of 55 feet.
- SILVER STREET (TH 260/17) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Barbara Street, west for a distance of 40 feet.
- SILVER STREET (TH 260/17) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Barbara Street, east for a distance of 36 feet.
- NORTH VALLEY STREAM** SLABEY AVENUE (TH 252/17) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Peterhoff Street, east for a distance of 30 feet.
- OCEANSIDE** FOXHURST ROAD (TH 255/17) South Side - NO STOPPING ANYTIME - starting at the east curbline of Morton Avenue, east for a distance of 132 feet.
- UNIONDALE** NORTHGATE COURT (TH 250/17) North Side - NO PARKING ANYTIME - starting at a point 245 feet east of the north curbline of Smith Street, east for a distance of 26 feet.

WANTAGH

WILLIAM STREET (TH 247/17) North Side - NO
PARKING ANYTIME - starting at a point 163 feet west of
the west curblineline of Wantagh Ave., west for a distance of
69 feet.

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

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

Dated: August 8, 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 "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 fifty of two thousand seventeen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- | | |
|---------------------|--|
| BALDWIN | GRAND AVENUE (TH 264/17) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of School Street, north for a distance of 25 feet. |
| | GRAND AVENUE (TH 264/17) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Edna Court, south for a distance of 30 feet. |
| EAST MEADOW | EAST MEADOW AVENUE (TH 262/17) East Side - NO STOPPING ANYTIME - starting at a point 82 feet south of the south curbline of McKinley Avenue, south for a distance of 140 feet. |
| ELMONT | HUNNEWELL AVENUE (TH 269/17) West Side - NO PARKING ANYTIME - starting at a point 331 feet south of the south curbline of Langdon Street, south for a distance of 22 feet. |
| | NORFELD STREET (TH 260/17) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Barbara Street, west for a distance of 30 feet. |
| | NORFELD STREET (TH 260/17) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Barbara Street, east for a distance of 55 feet. |
| | SILVER STREET (TH 260/17) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Barbara Street, west for a distance of 40 feet. |
| | SILVER STREET (TH 260/17) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Barbara Street, east for a distance of 36 feet. |
| NORTH VALLEY STREAM | SLABEY AVENUE (TH 252/17) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Peterhoff Street, east for a distance of 30 feet. |
| OCEANSIDE | FOXHURST ROAD (TH 255/17) South Side - NO STOPPING ANYTIME - starting at the east curbline of Morton Avenue, east for a distance of 132 feet. |
| UNIONDALE | NORTHGATE COURT (TH 250/17) North Side - NO PARKING ANYTIME - starting at a point 245 feet east of the north curbline of Smith Street, east for a distance of 26 feet. |
| WANTAGH | WILLIAM STREET (TH 247/17) North Side - NO PARKING ANYTIME - starting at a point 163 feet west of the west curbline of Wantagh Ave., west for a distance of 69 feet. |

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 197-5 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. 62-2017, 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 September 5, 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. 62-2017, 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 # 54

Case # 29743

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 5th day of September, 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:

EAST MEADOW

SPRUCE LANE (TH 270/17) STOP - all traffic traveling southwest on Dale Avenue shall come to a full stop.

SPRUCE LANE (TH 270/17) STOP - all traffic traveling northeast on Oak Lane shall come to a full stop.

ELMONT

KEEGAN STREET (TH 253/17) STOP - all traffic traveling eastbound on Jackson Avenue shall come to a full stop.

(NR) VALLEY STREAM

HUNGRY HARBOR ROAD (TH 272/17) STOP - all traffic traveling southbound on Kearny 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: August 8, 2017
Hempstead, New York

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

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

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

EAST MEADOW

SPRUCE LANE (TH 270/17) STOP - all traffic traveling southwest on Dale Avenue shall come to a full stop.

SPRUCE LANE (TH 270/17) STOP - all traffic traveling northeast on Oak Lane shall come to a full stop.

ELMONT

KEEGAN STREET (TH 253/17) STOP - all traffic traveling eastbound on Jackson Avenue shall come to a full stop.

(NR) VALLEY STREAM

HUNGRY HARBOR ROAD (TH 272/17) STOP - all traffic traveling southbound on Kearny 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 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. 63-2017, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to 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 September 5, 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. 63-2017, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to 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 # 55

Case # 29744

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 5th day of September, 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 REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following location:

FRANKLIN SQUARE

PATTERSON AVENUE (TH 127/17) South Side - NO PARKING 7 AM - 4 PM SCHOOL DAYS - starting at a point 185 feet east of the east curbline of Birch Street, east for a distance of 61 feet. (Adopted 6/6/17)

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 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: August 8, 2017
Hempstead, New York

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

ANTHONY J. SANTINO
Supervisor

Nasrin Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to 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 repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

FRANKLIN SQUARE

PATTERSON AVENUE (TH 127/17) South Side - NO PARKING 7 AM - 4 PM SCHOOL DAYS - starting at a point 185 feet east of the east curblineline of Birch Street, east for a distance of 61 feet. (Adopted 6/6/17)

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

CASE NO. 18920

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A
PROPOSED LOCAL LAW TO AMEND SECTION
202-52 OF THE CODE OF THE TOWN OF
HEMPSTEAD TO INCLUDE AND REPEAL "BUS
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 202-52 of the Code of the Town of Hempstead entitled "BUS STOPS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 64-2017, Print No. 1 to amend the said Section 202-52 of the Code of the Town of Hempstead to include and repeal "BUS 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 September 5, 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. 64-2017, Print No. 1, to amend Section 202-52 of the Code of the Town of Hempstead to include and repeal "BUS 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 #

56

Case #

18920

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5th day of September, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to INCLUDE "BUS STOPS" at the following location:

BALDWIN GRAND AVENUE (TH 264/17) West Side - NO STOPPING BUS STOP - starting at a point 25 feet north of the north curbline of School Street, north for a distance of 60 feet.

ALSO, to REPEAL from Section 202-52 "BUS STOPS" at the following location:

BALDWIN GRAND AVENUE (TH 569/75) West Side - NO STOPPING BUS STOP - starting at a point 74 feet north of the north curbline of School Street, north for a distance of 75 feet. (Adopted 12/9/75)

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: August 8, 2017
Hempstead, New York

ANTHONY J. SANTINO
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash fifty-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 "BUS STOPS" at various locations.

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

Section 1. Section two hundred two dash fifty-two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number forty-seven of two thousand seventeen is hereby amended by including therein "BUS STOPS" at the following location:

BALDWIN GRAND AVENUE (TH 264/17) West Side - NO STOPPING BUS STOP
- starting at a point 25 feet north of the north curblin of School Street,
north for a distance of 60 feet.

Section 2. Section two hundred two dash fifty-two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number forty-seven of two thousand seventeen is hereby amended by repealing therein "BUS STOPS" at the following location:

BALDWIN GRAND AVENUE (TH 569/75) West Side - NO STOPPING BUS STOP
- starting at a point 74 feet north of the north curblin of School Street,
north for a distance of 75 feet. (Adopted 12/9/75)

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

CASE NO. 29745

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL
LAW TO ENACT A NEW CHAPTER 38 OF THE CODE OF THE
TOWN OF HEMPSTEAD, TO BE ENTITLED ETHICAL
STANDARDS.

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

WHEREAS, it is in the public interest to consider the
enactment of a local law to enact a new Chapter 38 of the
Code of the Town of Hempstead, to be entitled Ethical
Standards; and

WHEREAS, _____ has introduced the
proposed local law known as Intro. No. _____ -2017 Print No.
1, as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Village and Town of Hempstead, New York on the 5th day of
September, 2017 at 10:30 o'clock in the forenoon of that day
at which time all interested persons shall be heard on the
enactment of a local law known as Intro. No. _____ -2017,
Print No. 1, to enact a new Chapter 38 of the Code of the
Town of Hempstead, to be entitled Ethical Standards; and,
BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 57
Case # 29745

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 5th day of September, 2017, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a new Chapter 38 of the Code of the Town of Hempstead, to be entitled Ethical Standards.

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
August 8, 2017

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

NASRIN G. AHMAD
Town Clerk

ANTHONY J. SANTINO
Supervisor

Intro. No.

Print No.

Town of Hempstead

A local law to enact a new Chapter 38 of the Code of the Town of Hempstead, to be entitled Ethical Standards.

Introduced by:

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

Section 1. A new Chapter 38 of the code of the Town of Hempstead is hereby enacted, and shall read as follows:

Chapter 38
Ethical Standards

§ 38-1 Implementation of Ethical Standards

By this local law, Town of Hempstead shall proceed with adoption of clear and enforceable standards of ethical conduct to be adhered to by Town elected officials, employees, and others acting on behalf of or in the name of the Town. In doing so, the Town Board is acting pursuant to the authority bestowed upon it under Article 18 of the General Municipal Law of the State of New York. These standards shall serve many salutary goals, chiefly, to maintain the highest of ethical standards for Town elected officials, employees, and others acting on behalf of or in the name of the Town. These standards shall be implemented by a Board of Ethics, which Board shall be established herein under the express authority of General Municipal Law section 808.3. Subject to supervisory authority of the Town Board, and except as otherwise stated herein, the Board of Ethics shall possess all the powers enumerated in that statute. All promulgated ethical standards shall become effective upon approval by the Town Board. These standards may be amended from time-to-time by the Town Board, either on its own motion or upon the recommendation of the Board of Ethics. Under the Code of Ethics for the Town of Hempstead, the following minimum standards of conduct shall apply:

1. No Town elected officials, employees, and others acting on behalf of, or in the name of the Town, shall advance or serve interests in conflict with those of the Town of Hempstead. No elected official, employee or any person or entity acting in the name of or on behalf of the Town of Hempstead shall undertake any act adverse or potentially adverse to the Town.

2. No person, during any express period of time for which compensation is provided to him or her by the Town, shall pursue or engage in activities for his or her own benefit, that are in any way advanced or assisted by the individual's position for which compensation is received by the Town of Hempstead.
3. No elected officials, employees, or others acting on behalf of, or in the name of the Town shall receive gifts, loans, meals, trips, entertainment tickets or any other kind of personal benefit in excess of \$25.00 from Town vendors, bidders, fellow Town staff or supervisors, former vendors, or any other person, as an award or remuneration for doing any act on behalf of or in the name of the Town.
4. No elected officials, employees, and others acting on behalf of, or in the name of the Town shall hold outside employment or contractual relationship with any other governmental agency or jurisdiction if it would require as a condition or integral aspect of the employment or contractual relationship the undertaking of actions in conflict with the interests of the Town.
5. No elected officials, employees, or others acting on behalf of, or in the name of the Town shall work as an employee or consultant for any private firms or agencies that do business with the Town, unless the Board of Ethics shall determine, in advance of commencement of such work, that no conflict of interest or violation of other provisions of this Code of Ethics would be created thereby. In the event that the Board of Ethics permits an elected official, employee, or other to work as an employee or consultant for a private firm or agency that does business with the Town as herein described, said elected official, employee, or other shall recuse on, and in no way participate, in any matter involving the private firm or agency when acting in his or her official capacity for the Town. Nothing in this chapter shall prohibit any employee or others acting on behalf of the Town from being employed by, retained by, or elected to any office of any other governmental authority so long as such position does not conflict with the interests of the Town, or such other elected official, employee, or other's position thereat.
6. There shall be online publication of public works contracts and contract bids including, but not limited to, (a) documentation regularly compiled and maintained for the

disclosure of the identities of all persons with interest in the bidding entities, and (b) and documentation regularly compiled and maintained for the disclosure of any relationships between those persons and Town elected officials, employees, and others acting on behalf of or in the name of the Town, and their relatives.

7. Elected officials, employees, and others acting on behalf of or in the name of the Town in a managerial capacity are barred from lobbying or engaging in selling of materials or services to the Town or any agency or district wholly controlled by the Town Board, for a period of not less than two years after leaving such Town capacity.
8. If and when any elected officials, employees, or others acting on behalf of or in the name of the Town in a policy-making capacity determines that he or she has an economic interest in any business entity or concern which has a contract with the Town or is seeking same, he or she will immediately publicly disclose such interest and will abstain/recuse from voting on same.
9. Elected officials may not cast a vote for any matter in which a relative has a financial interest. For purposes of this section a relative is defined as a spouse, mother, father, sister, brother, or child. Step relatives shall be included in this definition.
10. Elected officials, employees, and others acting on behalf of or in the name of the Town or their relatives are barred from using public facilities or equipment for personal business.
11. Elected officials, employees, and others acting on behalf of or in the name of the Town in a policy making capacity are barred from charging speaking fees/honoraria or accepting any other consideration for presentations on issues directly or indirectly related to Town government.
12. Elected officials, employees, and others acting on behalf of or in the name of the Town are barred from unduly converting use of Town vehicles, phones or any other equipment assigned to them for use in their Town duties to personal use, except that assigned vehicles may be used for minor and incidental purposes on the way to or from work.

13. Elected officials, employees, and others acting on behalf of or in the name of the Town are barred from continuing in such capacity if and when convicted of a felony. Persons convicted of a felony are banned from being a candidate for Town elective office, and such ban shall not be negated by issuance of any certificate of relief from civil disabilities.
14. Elected officials, employees, and others acting on behalf of or in the name of the Town in a managerial capacity are barred from accepting appointments to board memberships on other public governing entities excluding non-paying positions.
15. No elected official, employee, or other person authorized to act in an official capacity in the name of the Town shall exercise direct managerial authority over any Town employee who is such person's immediate family member. The term "direct managerial authority" shall mean authority to personally direct, as a matter of his or her specifically designated Town authority, his or her immediate family member to take any act in furtherance of his or her Town duties, or to refrain from taking such action. The term "immediate family member" shall be defined as a spouse, mother, father, sister, brother or child. Step relatives shall be included in this definition.
16. There shall be an outside earned income limit for elected officials of \$125,000.00 per annum.
17. The outside earned income limitation expressed in paragraph 16, above, shall become effective on the 1st day of the new term of any elected official that commences after its adoption.
18. There shall be online publication of all financial disclosures, as redacted, required to be filed under Article 18 of the General Municipal Law of the State of New York.

§ 38-2 Board of Ethics Established; Powers and Duties.

1. The Town of Hempstead Board of Ethics is hereby established, under the authority of section 808.3 of the General Municipal law of the State of New York. The members of the Board of Ethics shall be appointed by the Town Board. The Board of Ethics shall consist of at least three members, none of whom shall be officers or employees of the Town of Hempstead. At no time shall all serving members of the Board of Ethics be registered members of the same political

party. The Town Attorney shall serve as an ex-officio member of the Board of Ethics. The members of such board shall receive no salary or compensation for their services as members of such board and shall serve at the pleasure of the Town Board. The costs incurred by the Board of Ethics in properly fulfilling its functions under this Chapter shall be valid Town charges.

2. The Board of Ethics in consultation with the Town Attorney shall draft any amendments to the Code of Ethics for the Town of Hempstead and submit same by an amendatory local law for consideration by the Town Board. The Town Board may approve the draft amendments, or may make such modifications as the Town Board may deem appropriate. The Town Board may act to amend the Code of Ethics on its own motion, regardless of the recommendations of the Board of Ethics.
3. The Board of Ethics shall render advisory opinions to officers and employees of the Town with respect to interpretations and method of implementation of the Code of Ethics. Such advisory opinions shall be rendered pursuant to the written request of any elected officials, employees, and others acting on behalf of or in the name of the Town.
4. The Board of Ethics shall meet once a month to conduct such business as may properly come before it.

§ 38-3 Interpretation; Conflicts of Interest.

In determining the meaning of any term in this local law or a Code of Ethics adopted thereunder, each and every term shall be assigned its plain meaning. Nothing in this local law or Code of Ethics adopted hereunder shall be construed to permit any act which would constitute an impermissible "conflict of interest" under 801 of the General Municipal Law, or absolve any person from full compliance with all applicable provisions of Article 18 of the General Municipal Law. In determining whether a conflict of interest exists under this local law and the Code of Ethics adopted hereunder, the term "interest" shall be defined as "a direct or indirect pecuniary or material benefit accruing to an elected official, employee, or other person acting on behalf of, or in the name of the Town, as the result of a contract with the Town which such official, employee, or other person serves. An elected official, employee, or other person acting on behalf of or in the name of the Town shall be deemed to have an interest in the contract of (a) his or her spouse, minor children and dependents, except a contract of employment with the Town which such officer or employee serves, (b) a firm,

partnership or association of which such official, employee or other person is a member or employee, (c) a corporation of which such official, employee or other person is an officer, director or employee and (d) a corporation any stock of which is owned or controlled directly or indirectly by such official, employee or other person. Nothing shall constitute a "conflict of interest" under this local law or a Code of Ethics if it falls within one of the enumerated exceptions set forth in section 802 of the general Municipal law of the State of New York.

§ 38-4 Violations.

Pursuant to section 805 of the General Municipal Law of the State of New York, any elected officials, employees, or others acting on behalf of or in the name of the Town who violate the Code of Ethics shall be guilty of a misdemeanor.

§ 38-5 Distribution.

Pursuant to section 806.2 of the General Municipal Law, upon adoption of this Code of Ethics, the Supervisor of the Town shall act to ensure that each elected official, employee, and other persons acting on behalf of or in the name of the Town shall receive a copy thereof, except the failure to receive a copy shall not absolve any person from his or her obligation to fully comply with all of its provisions. Upon receipt thereof, each person shall sign an acknowledgement that he or she has received this Code of Ethics, and has fully read and understands its provisions.

§ 38-6 Severability.

If any language, sentence or clause of this Chapter 38 or the Code of Ethics adopted thereunder shall be deemed invalid and unenforceable by a court of competent jurisdiction, then that determination shall affect only the language so deemed, and the balance of the language of this Chapter 38 or the Code of Ethics shall remain in full force and effect.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JESSE BAKER,
AUTOMOTIVE MECHANIC I, IN THE
DEPARTMENT OF GENERAL SERVICES,
BUILDINGS AND GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Jesse Baker, Automotive Mechanic I, in the Department of General Services, Buildings and Grounds Division, be and hereby is increased to Grade 12, Step 3 (D), Salary Schedule D, \$52,468, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective August 9, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ETTORE CAFARELLI AS,
SECURITY AIDE, IN THE DEPARTMENT OF
PUBLIC SAFETY.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Ettore Cafarelli has resigned his position as Equipment Operator I, in the Department of Sanitation, NOW, BE IT

RESOLVED, that Ettore Cafarelli be and hereby is appointed Security Aide, Non Competitive, Grade 8, Step 13 (N), Salary Schedule C, \$73,369, in the Department of Public Safety, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead effective July 24, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MITCHEL CARROLL
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Mitchel Carroll be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective July 17, 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 RYAN COSTIGAN AS
CODE ENFORCEMENT OFFICER I, IN THE
DEPARTMENT OF BUILDINGS.

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

WHEREAS, Ryan Costigan was appointed Code Enforcement
Officer Trainee from the Civil Service List in the Department of Buildings on August 3, 2016, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Ryan Costigan be and hereby is appointed as
Code Enforcement Officer I, Competitive, Permanent, Grade 18, Step 1 (B), Salary Schedule C,
\$58,982, in the Department of Buildings, by the Commissioner of the Department of Buildings and
ratified by the Town Board of the Town of Hempstead effective August 3, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHRISTOPHER CURRAN
AS CODE ENFORCEMENT OFFICER I, IN
THE DEPARTMENT OF BUILDINGS.

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

WHEREAS, Christopher Curran was appointed Code Enforcement
Officer Trainee from the Civil Service List in the Department of Buildings on August 3, 2016, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Christopher Curran be and hereby is appointed as
Code Enforcement Officer I, Competitive, Permanent, Grade 18, Step 4 (E), Salary Schedule C,
\$66,133, in the Department of Buildings, by the Commissioner of the Department of Buildings and
ratified by the Town Board of the Town of Hempstead effective August 3, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ROBERT DALLAR AS
MINI-BUS DRIVER, IN THE DEPARTMENT OF
SENIOR ENRICHMENT.

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

RESOLVED, that Robert Dallar be and hereby is appointed Mini-Bus Driver, Non Competitive, Grade 10, Start Step (A), Salary Schedule D, \$42,149, in the Department of Senior Enrichment, by the Deputy Commissioner of the Department of Senior Enrichment and ratified by the Town Board of the Town of Hempstead effective August 9, 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 BRIAN DAZZO,
OFFICE SERVICES SUPERVISOR, 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 Brian Dazzo, Office Services
Supervisor, in the Department of Parks and Recreation, be and hereby is increased to \$93,497,
Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town
Board of the Town of Hempstead effective August 9, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NICHOLAS GIOVANELLI
AS PHOTOGRAPHIC MACHINE OPERATOR III,
IN THE DEPARTMENT OF GENERAL
SERVICES, ADMINISTRATION.

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

RESOLVED, that Nicholas Giovanelli, now serving as Photographic Machine Operator III, Competitive, Provisional, in the Department of General Services, Administration, be and hereby is appointed Photographic Machine Operator III, Non Competitive, Grade 18, Step 8 (I), Salary Schedule C, \$84,394, no change in salary, in the Department of General Services, Administration, by the Commissioner of the Department of General Services, and ratified by the Town Board of the Town of Hempstead, effective August 2, 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 GEORGE GRAYDON AS
GROUNDSKEEPER II, IN THE DEPARTMENT
OF GENERAL SERVICES, CEMETERIES
DIVISION.

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

RESOLVED, that George Graydon, now serving as Grounds Crew Chief in the Department of General Services, Cemeteries Division, be and hereby is appointed Groundskeeper II, Non Competitive, Grade 15, Step 13 (N), Salary Schedule C, \$92,190, in the Department of General Services, Cemeteries Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective August 9, 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:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPOINTING A MEMBER TO THE
BOARD OF COMMISSIONERS OF THE
TOWN OF HEMPSTEAD HOUSING AUTHORITY**

WHEREAS, vacancies exist on the Board of Commissioners of the Town of Hempstead Housing Authority; and

WHEREAS, the Town Board deems it in the public interest that said vacancies be filled as hereinafter provided;

NOW, THEREFORE, BE IT

RESOLVED, that Stephen D. Kutner, residing at 20 Ashley Drive, North Valley Stream, New York, 11580, be appointed as a member of the Board of Commissioners of the Town of Hempstead Housing Authority for a term effective August 9, 2017, and expiring August 20, 2021, and;

BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to file with the Commissioner of Housing of the State of New York, a certificate of such appointment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL PROMOTION FOR
CHRISTOPHER LAFFEY TO SANITATION
FOREMAN II, IN THE DEPARTMENT OF
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Christopher Laffey, now serving as Sanitation Foreman I, Competitive, Permanent, in the Department of Sanitation, be and hereby is provisionally promoted to Sanitation Foreman II, Competitive, Provisional, Grade 20, Step 11 (L), Salary Schedule C, \$99,586, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective August 9, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JEROME MARTIN AS
COMMUNITY RESEARCH ASSISTANT, IN THE
DEPARTMENT OF SANITATION.

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

RESOLVED, that Jerome Martin, now serving as Storeyard Crew Chief,
in the Department of Sanitation, be and hereby is appointed Community Research Assistant, Non
Competitive, Ungraded, at an annual salary of \$100,387, in the Department of Sanitation, by the
Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of
Hempstead effective August 9, 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 JOSEPH MELLEN AS
MAINTENANCE ELECTRICIAN CREW CHIEF,
IN THE DEPARTMENT OF GENERAL
SERVICES, TRAFFIC CONTROL DIVISION.

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

RESOLVED, that Joseph Mellen, now serving as Maintenance Electrician in the Department of General Services, Traffic Control Division, be and hereby is appointed Maintenance Electrician Crew Chief, Non Competitive, Ungraded, at an annual salary of \$85,013, in the Department of General Services, Traffic Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective August 9, 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 DARYN MILLER AS
LABOR CREW CHIEF II, IN THE DEPARTMENT
OF GENERAL SERVICES, BUILDINGS AND
GROUNDS DIVISION.

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

RESOLVED, that Daryn Miller, now serving as Labor Crew Chief I
in the Department of General Services, Buildings and Grounds Division, be and hereby is appointed
Labor Crew Chief II, Non Competitive, Grade 15, Step 12 (M), Salary Schedule C, \$88,699, in the
Department of General Services, Buildings and Grounds Division, by the Commissioner of the
Department of General Services and ratified by the Town Board of the Town of Hempstead effective
August 9, 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 MINEO AS
CODE ENFORCEMENT OFFICER I, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Anthony Mineo was appointed Code Enforcement
Officer Trainee from the Civil Service List in the Department of Buildings on August 3, 2016, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Anthony Mineo be and hereby is appointed as
Code Enforcement Officer I, Competitive, Permanent, Grade 18, Step 11 (L), Salary Schedule C,
\$92,878, in the Department of Buildings, by the Commissioner of the Department of Buildings and
ratified by the Town Board of the Town of Hempstead effective August 3, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR KRISTAN REYNOLDS, COMMUNITY RESEARCH ASSISTANT, IN THE DEPARTMENT OF GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Kristan Reynolds, Community Research Assistant, in the Department of General Services, Administration, be and hereby is increased to \$94,932, 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 ANTHONY SINACORI AS PHOTOGRAPHIC MACHINE OPERATOR II, IN THE DEPARTMENT OF GENERAL SERVICES, ADMINISTRATION.

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

RESOLVED, that Anthony Sinacori, now serving as Photographic Machine Operator II, Competitive, Provisional, in the Department of General Services, Administration, be and hereby is appointed Photographic Machine Operator II, Non Competitive, Grade 15, Step 8 (I), Salary Schedule C, \$77,640, no change in salary, in the Department of General Services, Administration, by the Commissioner of the Department of General Services, and ratified by the Town Board of the Town of Hempstead, effective August 2, 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 DANIELA SORRENTI AS
CLERK LABORER, IN THE OFFICE OF THE
TOWN CLERK.

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

RESOLVED, that Daniela Sorrenti, now serving as Office Aide, in the Office of the Town Clerk, be and hereby is appointed Clerk Laborer, Non Competitive, Start Step (A), Salary Schedule D, 40,974, in the Office of the Town Clerk, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective July 17, 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 CHARLES ST. AUBIN AS
LABOR CREW CHIEF II, IN THE DEPARTMENT
OF PARKS AND RECREATION.

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

RESOLVED, that Charles St. Aubin, now serving as Labor Crew Chief I,
in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief II, Non
Competitive, Grade 15, Step 12 (M), Salary Schedule C, \$88,699, 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 August 9, 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:

CASE NO.

RESOLUTION NO.

Adopted:

Councilman offered the following resolution and
moved its adoption:

RESOLUTION APPOINTING JEFFREY M. TIERNEY TO THE
TOWN OF HEMPSTEAD DISCIPLINARY BOARD.

WHEREAS, pursuant to Resolution No. 385-1960, adopted by this
Town Board on March 29, 1960, a Disciplinary Hearing Board was
created pursuant to the provisions of the Civil Service Law of the State
of New York, to conduct hearings involving charges of incompetency or
misconduct of Civil Service employees; and

WHEREAS, the Disciplinary Hearing Board now operates pursuant
to authority granted in the Town of Hempstead Collective Bargaining
Agreement; and

WHEREAS, Bertram F. Patterson has resigned as a member of said
BOARD; and

WHEREAS, the Town Board deems that Jeffrey M. Tierney, Deputy
Commissioner in the Department of Engineering of the Town of
Hempstead, is duly qualified to act as a member of said Disciplinary
Hearing Board:

NOW, THEREFORE BE IT

RESOLVED, that Jeffrey M. Tierney be and hereby is appointed as
a member of the Disciplinary Hearing Board effective August 1, 2017 to
conduct hearings including charges of incompetency or misconduct of
Civil Service employees; and BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to
forward certified copies of this resolution to all departments of the
Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 1039/34-2017, 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:

WHEREAS, Resolution No. 1039/34-2017 states an incorrect effective
date

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "effective March 28, 2017"

AYES:

NOES: