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In the Matter of Application

Of

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

Against

**Robert & Pearl Schoenfeld**  
**220 E. 197<sup>th</sup> Street**  
**Bronx, New York 10458**

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 That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following: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 50, Block 439 and lot number (s) 9, 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 **September 5, 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 STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF NORTH JERUSALEM ROAD, 375 FEET WEST OF SHAKESPEARE PLACE, EAST MEADOW, N.Y. 11554, A/K/A 1989 NORTH JERUSALEM ROAD, EAST MEADOW, 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 # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF NORTH JERUSALEM ROAD, 375 FEET WEST OF SHAKESPEARE PLACE, SECTION 50, BLOCK 439, AND LOT(S) 9, AKA 1989 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," 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 story wood frame one family dwelling with attached garage, located on the North side of North Jerusalem Road, 375 feet West of Shakespeare Place, Section 50, Block 439 and Lot (s) 9, A/K/A 1989 North Jerusalem Road, East Meadow, 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:

Town Board

Town of Hempstead

Petition

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In the Matter of Application

Of

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

Against

**Marietta Kitt  
12 Jefferson Street  
Copiague, New York 11726**

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 **338** and lot number (s) **93**, 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 **September 5, 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 STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF FOREST AVENUE, 200 FEET EAST OF WESTFIELD AVENUE, ROOSEVELT, N.Y. 11575, A/K/A 171 FOREST 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 #6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE STORY WOOD FRAME ONE FAMILY DWELLING AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF FOREST AVENUE, 200 FEET EAST OF WESTFIELD AVENUE, SECTION 55, BLOCK 338, AND LOT(S) 93, AKA 171 FOREST 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 story wood frame one family dwelling, located on the North side of Forest Avenue, 200 feet East of Westfield Avenue, Section 55, Block 338 and Lot (s) 93, A/K/A 171 Forest 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:



Town Board

Town of Hempstead

Petition

In the Matter of Application

Of

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

Against

**Congregation Sons of Israel  
111 Irving Place  
Woodmere, New York 11598**

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 220 and lot number (s) 195-196, 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 **September 5, 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 MULTI-STORY MASONRY AND WOOD FRAMED STRUCTURE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE WEST SIDE OF IRVING PLACE, 280 FEET NORTH OF CENTRAL AVENUE, WOODMERE, N.Y. 11598, A/K/A 127-133 IRVING PLACE, WOODMERE, 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 # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE MULTI-STORY MASONRY AND WOOD FRAME STRUCTURE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE WEST SIDE OF IRVING PLACE, 280 FEET NORTH OF CENTRAL AVENUE, SECTION 39, BLOCK 220, AND LOT(S) 195-196, AKA 127-133 IRVING PLACE, WOODMERE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," 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 multi-story masonry and wood frame structure, located on the West side of Irving Place, 280 feet North of Central Avenue, Section 39, Block 220 and Lot (s) 195-196, A/K/A 127-133 Irving Place, Woodmere, 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 5<sup>th</sup> 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<br>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<br>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<br>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.<br><br>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<br>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.<br><br>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<br>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.<br><br>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<br>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) |
|--------------------------|--|

*Case No. 29741*

(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 curbline of California Place North, south to a point 30 feet north of the north curbline 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 curbline 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 curbline 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 curbline 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

**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 5<sup>th</sup> 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline of Smith Street, east for a distance of 26 feet.

*Case No. 29742*

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

**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 5<sup>th</sup> 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

*Case No. 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 5<sup>th</sup> 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 curblineline 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

Case No. 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 5<sup>th</sup> 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 curblineline 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 curblineline 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

Case No. 18920

NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule 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 5<sup>th</sup> 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

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHAMD  
Town Clerk

Case No. 29745

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 1<sup>st</sup> 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.



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE BELLMORE FIRE DEPARTMENT TO USE TOWN OF HEMPSTEAD PARKING FIELD B-3, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT AUGUST 26, 2017.

WHEREAS, the Bellmore Fire Department, 230 Pettit Avenue, Bellmore, New York 11710 Attention: Thomas Stoerger, Chief had requested to use Town of Hempstead Parking Field B-3, Bellmore, New York for the purpose of holding an Event August 26, 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 Bellmore Fire Department, 230 Pettit Avenue, Bellmore, New York 11710 Attention: Thomas Stoerger, Chief to use Town of Hempstead Parking Field B-3, Bellmore, New York for the purpose of holding an event August 26, 2017 is hereby ratified and confirmed; and

BE IT FURTHER, RESOLVED, that the grant of permission herein was 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) would render this approval NULL AND VOID; and

BE IT FURTHER RESOLVED, that SUBJECT TO the issuance of the special permit required above, amusement rides were set up after 7:00 p.m. on August 22, 2017 and removed by 6:00 a.m. on August 28, 2017 and that in conducting said activity the Bellmore Fire Department 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 #

1  
20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE CHABAD CENTER FOR JEWISH LIFE, MERRICK, TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT ON SEPTEMBER 17, 2017.

WHEREAS, the Chabad Center for Jewish Life, 2174 Hewlett Avenue, Suite 101, Merrick, New York 11566, c/o Chana Kramer, has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding an Event on September 17, 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 Chabad Center for Jewish Life, 2174 Hewlett Avenue, Suite 101, Merrick, New York 11566, c/o Chana Kramer to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding an Event on September 17, 2017; and

BE IT FURTHER

RESOLVED, that in conducting said activity, the Chabad Center for Jewish Life 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 # 1

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO OCEANSIDE  
SANITARY DISTRICT #7 TO USE TOWN OF HEMPSTEAD  
PARKING FIELD O-3, OCEANSIDE, NEW YORK FOR  
THE PURPOSE OF HOLDING AN E-CYCLING EVENT  
ON SEPTEMBER 16, 2017.

WHEREAS, the Oceanside Sanitary District #7, 90 Mott Street, Oceanside, New York 11572 Attention: Dan Faust, General Supervisor, has requested to use Town of Hempstead Parking Field O-3, Oceanside, New York for the purpose of holding an E-Cycling Event on September 16, 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 Oceanside Sanitary District #7, 90 Mott Street, Oceanside, New York 11572 Attention: Dan Faust, General Supervisor, to use Town of Hempstead Parking Field O-3, Oceanside, New York for the purpose of holding an E-Cycling Event on September 16, 2017; and

BE IT FURTHER

RESOLVED, that in conducting said activity, the Oceanside Sanitary District #7 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 #           1          

Case #           20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE ROOSEVELT FAMILY EMPOWERMENT COMMITTEE, ROOSEVELT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-1, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT AUGUST 19, 2017.

WHEREAS, The Roosevelt Family Empowerment Committee, 107 E. Greenwich Avenue, Roosevelt, New York 11575 Attention: Sandra Senior, Co-Chair had requested to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding an Event August 19, 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 Roosevelt Family Empowerment Committee, 107 E. Greenwich Avenue, Roosevelt, New York 11575 Attention: Sandra Senior, Co-Chair to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding an Event August 19, 2017 is hereby ratified and confirmed; and

BE IT FURTHER

RESOLVED, that in conducting this activity, The Roosevelt Family Empowerment Committee complied with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

20915

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF  
CONTINENTAL EVENTS & SPORTS MANAGEMENT FOR A  
PARADE PERMIT FOR A K-RUN HELD IN EAST MEADOW, NEW  
YORK, ON OCTOBER 10, 2017.

WHEREAS, Ed Nitekman of Huntingtn Sta, New York, Event Manager of  
the Continental Events & Sports Management, Florida 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 East Meadow, New York, on October 10, 2017 from 7:45 AM to 2:00  
PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Ed Nitekman, Event  
Manager of the Continental Events & Sports Management, 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 COUNTY OF NASSAU FOR A PARADE PERMIT FOR A PROCESSION HELD IN BETHPAGE, LEVITTOWN, EAST MEADOW, NEW YORK, ON SEPTEMBER 24, 2017.

WHEREAS, Ed Muro of East Meadow, New York, Car Show Committee Member of the County of Nassau, 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 Bethpage, Levittown, East Meadow, New York, on September 24, 2017 from 9:00 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Ed Muro, Car Show Committee Member of the County of Nassau, 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 HOME FOR OUR TROOPS FOR A  
PARADE PERMIT FOR A BIKEATHON HELD IN EAST MEADOW,  
NEW YORK, ON AUGUST 06, 2017.

WHEREAS, Keith Deluise of East Meadow, New York, Managing Partner  
of the Home for Our Troops, Massachusetts has filed an application with the Town  
Clerk of the Town of Hempstead, for a Parade Permit for a Bikeathon to be held in  
East Meadow, New York, on August 06, 2017 from 10:00 AM to 2:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Keith  
Deluise, Managing Partner of the Home for Our Troops, 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 MALVERNE  
SCHOOL DISTRICT FOR A PARADE PERMIT FOR A  
PARADE HELD IN MALVERNE, NEW YORK, ON OCTOBER 14,  
2017.

WHEREAS, Daniel Gibbons of Malverne, New York, Student Activities  
Director of the Malverne School District, 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 Malverne, New York, on October 14, 2017 from 12:00 PM to 12:45 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 Daniel Gibbons,  
Student Activities Director of the Malverne School District, 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 CHABAD OF WEST HEMPSTEAD FOR A  
PARADE PERMIT FOR A PARADE HELD IN W HEMPSTEAD,  
NEW YORK, ON SEPTEMBER 03, 2017.

WHEREAS, Joseph Lieberman of W Hempstead, New York, Director of  
the Chabad of West Hempstead, New York has filed an application with the Town  
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in W  
Hempstead, New York, on September 03, 2017 from 11:00 AM to 12:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Joseph  
Lieberman, Director of the Chabad of West Hempstead, 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 ST. THOMAS  
THE APOSTLE SCHOOL FOR A PARADE PERMIT FOR A K-  
RUN HELD IN WEST HEMPSTEAD, NEW YORK, ON SEPTEMBER  
30, 2017.

WHEREAS, Terri Hanley of W Hempstead, New York, Chairperson of the  
St. Thomas the Apostle School, 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  
West Hempstead, New York, on September 30, 2017 from 9:00 AM to 10:00  
AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Terri Hanley,  
Chairperson of the St. Thomas the Apostle School, be and the same 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 ARTHRITIS  
FOUNDATION FOR A PARADE PERMIT FOR A K-RUN HELD IN  
UNIONDALE, NEW YORK, ON DECEMBER 02, 2017.

WHEREAS, Robin Pierre of Northport, New York, Development Manager  
of the Arthritis Foundation, New York has filed an application with the Town Clerk  
of the Town of Hempstead, for a Parade Permit for a K-Run to be held in  
Uniondale, New York, on December 02, 2017 from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Robin Pierre,  
Development Manager of the Arthritis Foundation, be and the same is hereby  
GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of  
the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 25843

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF THE BALDWIN CHAMBER OF COMMERCE TO DISPLAY FIREWORKS CONDUCTED BY PYROTECHNICO FIREWORKS, INC. HELD AT BALDWIN PARK, BALDWIN, NEW YORK ON AUGUST 5, 2017; RAIN DATE: AUGUST 6, 2017.

WHEREAS, the Baldwin Chamber of Commerce of Baldwin, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Pyrotechnico Fireworks, Inc., P.O. Box 149, 299 Wilson Road, New Castle, PA 16103 held in Baldwin, New York, on August 5, 2017; Rain Date: August 6, 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 the Baldwin Chamber of Commerce 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 #

3

Case #

28045

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, 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 April 10, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty six inch by eighty two inch (36" x 82") double board and brace door, one (1) twelve inch by forty eight inch (12" x 48") board over floor hole and one (1) sixteen inch by thirty two inch (16" x 32") windows boarded with one half inch (1/2") four (4) ply plywood, located at 1035 Hayes 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 1035 Hayes 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 \$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 # 4  
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF MATTISON STREET, 153 FEET SOUTH OF SCHUMAN PLACE. SEC 36, BLOCK 483, AND LOT (S) 225, A/K/A 1524 MATTISON 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 1524 Mattison Street, Baldwin, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on March 24, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty four inch by fifty one inch (34" x 51") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty four inch by fifty three inch (34" x 53") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by ninety six inch (48" x 96") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by eighty two inch (35" x 82") door secured with one half inch (1/2") four (4) ply plywood, two (2) fifty four inch by sixty six inch (54" x 66") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty six inch by fifty four inch (36" x 54") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by sixty inch (48" x 60") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by thirty six inch (32" x 36") exterior hole boarded, one (1) twenty seven inch by twenty seven inch (27" x 27") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty three inch by fifty two inch (33" x 52") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by sixty four inch (48" x 64") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by fifty inch (36" x 50") window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty two inch by seventy inch (52" x 70") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by thirty seven inch (33" x 37") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by thirty nine inch (39" x 39") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty inch by thirty one inch (20" x 31") window boarded with one half inch (1/2") four (4) ply plywood, install two (2) lock and hasps, have nineteen feet (19') 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 two (2) workers take one (1) hour to clean up, located at 1524 Mattison Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,461.56, the cost associated with the emergency services provided at 1524 Mattison 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 \$1,561.56 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

MEMS# 4

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING CONVERTED TO OFFICE USE, LOCATED ON THE NORTHEAST CORNER OF CENTRAL AVENUE AND MCCORD PLACE. SEC 46, BLOCK 279, AND LOT (S) 415, A/K/A 570 CENTRAL AVENUE, BETHPAGE, 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 570 Central Avenue, Bethpage, 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 16, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install four (4) lock and hasps, install one (1) lock on bilco door, have fifteen feet (15') 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, have one (1) window boarded with one half inch (1/2") four (4) ply plywood and have two (2) three foot by four foot (3' x 4') exterior holes boarded on both sides with four inch (4") four (4) ply plywood, located at 570 Central Avenue, Bethpage;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$625.17, the cost associated with the emergency services provided at 570 Central Avenue, Bethpage, 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 \$825.17 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 THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF LUDDINGTON ROAD, 285 FEET EAST OF RICHMOND ROAD. SEC 50, BLOCK 274, AND LOT (S) 68, & 246-247, A/K/A 1374 LUDDINGTON 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 1374 Luddington Road, East Meadow, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on December 5, 2016, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) eighty four inch by ninety six inch (84" x 96") door secured with one half inch (1/2") four (4) ply plywood, located at 1374 Luddington Road, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$358.40, the cost associated with the emergency services provided at 1374 Luddington 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 \$458.40 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 # 4

Case # 6542



Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF PROSPECT AVENUE AND 7<sup>TH</sup> STREET. SEC 50, BLOCK 242, AND LOT (S) 63, A/K/A 2020 PROSPECT AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2020 Prospect Avenue, East Meadow, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 15, 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 and one (1) eighty four inch by ninety six inch (84" x 96") door secured with one half inch (1/2") four (4) ply plywood, located at 2020 Prospect Avenue, East Meadow;

WHEREAS, on May 8, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to re-secure one (1) detached window board, located at 2020 Prospect Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$438.67, the cost associated with the emergency services provided at 2020 Prospect Avenue, East Meadow, 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 \$688.67 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4  
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN UNSAFE VACANT LOT, LOCATED ON THE SOUTHEAST CORNER OF SHERMAN AVENUE AND NIRA AVENUE. SEC 51, BLOCK 28, AND LOT (S) 333, A/K/A 623 SHERMAN AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe vacant lot located at 623 Sherman Avenue, East Meadow, Town of Hempstead, New York; and

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

WHEREAS, the Commissioner of the Department of Buildings deemed the unsafe lot 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 19, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to re-secure one (1) fence, located at 623 Sherman Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 623 Sherman Avenue, East Meadow, 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 #           4          

Case #           6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF BAYVIEW STREET EAST, 224 FEET EAST OF EAST BOULEVARD. SEC 42, BLOCK 24, AND LOT (S) 9, A/K/A 7 BAYVIEW STREET EAST, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 7 Bayview Street East, East Rockaway, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 21, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open and re-secure one (1) door for engineer inspection, located at 7 Bayview Street East, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 7 Bayview Street East, East Rockaway, 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 #

4

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF AMETHYST STREET, 186 FEET NORTH OF CERENZIA BOULEVARD. SEC 32, BLOCK 672, AND LOT (S) 5, A/K/A 23 AMETHYST 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 23 Amethyst Street, Elmont, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 21, 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) fifty three inch by sixty eight inch (53" x 68") window boarded with one half inch (1/2") four (4) ply plywood, three (3) thirty four inch by fifty four inch (34" x 54") windows boarded with one half inch (1/2") four (4) ply plywood, 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) thirty three inch by eighty three inch (33" x 83") door secured with one half inch (1/2") four (4) ply plywood and one (1) eighty four inch by ninety six inch (84" x 96") garage door framed with two inch by four inch by eight foot (2" x 4" x 8') and boarded with one half inch (1/2") four (4) ply plywood, located at 23 Amethyst Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$547.73, the cost associated with the emergency services provided at 23 Amethyst Street, Elmont, 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 \$797.73 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF N STREET, 234 FEET EAST OF DONOVAN STREET. SEC 32, BLOCK 549, AND LOT (S) 41-43, A/K/A 1389 N 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 1389 N 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 April 30, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty inch by seventy inch (30" x 70") door secured with one half inch (1/2") four (4) ply plywood, located at 1389 N Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1389 N Street, Elmont, 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 #

4

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF DAUB AVENUE, 209 FEET NORTH OF WEST BROADWAY. SEC 39, BLOCK 609, AND LOT (S) 96-97, A/K/A 316 DAUB AVENUE, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on April 28, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install four (4) lock and hasps and have 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 316 Daub Avenue, Hewlett;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$354.40, the cost associated with the emergency services provided at 316 Daub Avenue, Hewlett, 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 \$604.40 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 #

4

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH INGROUND SWIMMING POOL, LOCATED ON THE SOUTH SIDE OF ROCK LANE, 185 FEET WEST OF SPRING LANE. SEC 51, BLOCK 156, AND LOT (S) 16, A/K/A 38 ROCK 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 38 Rock 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 April 20, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have four (4) workers take two (2) days using two (2) hours per day of general labor hours, two (2) workers take one half (1/2) day using four (4) hours per day of general labor hours, have eighteen (18) yards of garbage and debris removed from property including two (2) diving boards, chain link fence around pool, PVC fence and gate, two (2) loop lock covers, pool pump and filter and garbage inside of pool, have twenty (20) yards of cinder block, removed, use one hundred sixty (160) yards to fill and compact swimming pool hole and re-grade property and have sixteen feet (16') 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 for in front of house to replace where PVC was taken out, located at 38 Rock Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$6,808.00, the cost associated with the emergency services provided at 38 Rock Lane, Levittown, 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 \$7,058.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #

NOES:

Case #

4  
0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF BAY DRIVE, 819 FEET SOUTH OF HARBOR ROAD. SEC 62, BLOCK 194, AND LOT (S) 61, A/K/A 2896 BAY DRIVE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2896 Bay Drive, Merrick, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 21, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to open and re-secure one (1) door for engineer inspector, located at 2896 Bay Drive, 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 2896 Bay Drive, Merrick, 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 #

Case #

4  
6542



Adopted:

Offered the following resolution and moved its adoption:

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

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

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

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

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

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

WHEREAS, on April 7, 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 one inch (39" x 81") door secured with one half inch (1/2") four (4) ply plywood, one (1) fifteen foot by thirty foot (15' x 30') roof tarp supplied and installed, one (1) twelve foot by seventeen foot (12' x 17') roof tarp supplied and installed and have one (1) twenty four inch by thirty six inch (24" x 36") roof hole boarded, located at 2370 Hewlett Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$906.91, the cost associated with the emergency services provided at 2370 Hewlett Avenue, Merrick, 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 \$1,156.91 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 # 4  
NOES:

Case t 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF MERRICK AVENUE, 420 FEET SOUTH OF OLD MILL ROAD. SEC 55, BLOCK 1, AND LOT (S) 64, A/K/A 1402 MERRICK AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1402 Merrick Avenue, Merrick, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 9, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to install one (1) lock, have two (2) thirty two inch by forty four inch (32" x 44") HUD windows re-secured, one (1) thirty six inch by eighty eight inch (36" x 88") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty two inch (34" x 82") reverse door HUD boarded and one (1) twenty inch by thirty three inch (20" x 33") window boarded with one half inch (1/2") four (4) ply plywood, located at 1402 Merrick Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$343.08, the cost associated with the emergency services provided at 1402 Merrick Avenue, Merrick, 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 \$593.08 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:

Item # 4

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF 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 May 2, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) twenty seven inch by thirty inch (27" x 30") window boarded with one half inch (1/2") four (4) ply plywood, located at 266 George Street, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 266 George Street, Oceanside, 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 # 4

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, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF LONG BEACH ROAD, 57 FEET SOUTH OF MONTGOMERY AVENUE. SEC 43, BLOCK 368, AND LOT (S) 39 & 145, A/K/A 3233 LONG BEACH ROAD, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3233 Long Beach Road, Oceanside, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on May 2, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to remove one (1) wall and install one (1) lock and chain, located at 3233 Long Beach Road, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 3233 Long Beach Road, Oceanside, 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 # \_\_\_\_\_

Case # \_\_\_\_\_

4  
6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

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

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

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

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

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

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

WHEREAS, on January 3, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) twenty seven inch by forty four inch (27" x 44") window boarded with one half inch (1/2") four (4) ply plywood and open and close one (1) door for asbestos test, located at 3258 Neptune Avenue, Oceanside;

WHEREAS, on March 21, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one hundred twenty feet (120') 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 3258 Neptune Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,860.00, the cost associated with the emergency services provided at 3258 Neptune Avenue, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,960.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #

NOES:

4

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

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

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

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

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

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

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

WHEREAS, on April 19, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to re-secure one (1) fence pole, located at 119 East Pennywood 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 119 East Pennywood 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 \$430.00.00 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 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 EAST SIDE OF DITMAS AVENUE, 282 FEET NORTH OF ALEXANDER AVENUE. SEC 50, BLOCK 451, AND LOT (S) 30, A/K/A 1027 DITMAS 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 1027 Ditmas 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 12, 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 one inch (39" x 81") door secured with one half inch (1/2") four (4) ply plywood, two (2) thirty seven inch by eighty two inch (37" x 82") doors secured with one half inch (1/2") four (4) ply plywood, three (3) forty eight inch by forty eight inch (48" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty two inch by sixty two inch (42" x 62") window boarded with one half inch (1/2") four (4) ply plywood, six (6) thirty one inch by thirty eight inch (31" x 38") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty seven inch by forty eight inch (27" x 48") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty two inch by forty eight inch (32" x 48") windows boarded with one half inch (1/2") four (4) ply plywood and one (1) twenty five inch by fifty three inch (25" x 53") window boarded with one half inch (1/2") four (4) ply plywood, located at 1027 Ditmas Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$700.08, the cost associated with the emergency services provided at 1027 Ditmas Avenue, Uniondale, 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 \$950.08 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:

Item # 4

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 WEST SIDE OF LENOX AVENUE, 100 FEET SOUTH OF BRAXTON STREET. SEC 34, BLOCK 473, AND LOT (S) 28-29, A/K/A 220 LENOX 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 220 Lenox Avenue, Uniondale, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 19, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) fifty four inch by seventy five inch (54" x 75") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty two inch by eighty three inch (42" x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty two inch by fifty three inch (42" x 53") window boarded with one half inch (1/2") four (4) ply plywood, five (5) thirty seven inch by fifty four inch (37" x 54") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty three inch (39" x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty one inch by forty inch (31" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by sixty seven inch (39" x 67") window boarded with one half inch (1/2") four (4) ply plywood and install one (1) lock and hasp, located at 220 Lenox Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$740.55, the cost associated with the emergency services provided at 220 Lenox Avenue, Uniondale, 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 \$990.55 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 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 6, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty six inch by forty inch (36" x 40") board over exterior hole and one (1) twelve inch by thirty six inch (12" x 36") board over exterior 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 \$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 # 4

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF SEAMANS NECK ROAD, 251 FEET NORTH OF TWISTING LANE. SEC 51, BLOCK 407, AND LOT (S) 80, A/K/A 1080 SEAMANS NECK ROAD, 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 1080 Seamans Neck Road, 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 May 3, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have five (5) twenty four inch by fifty nine inch (24" x 59") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by forty inch (32" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by forty inch (24" x 40") window boarded with one half inch (1/2") four (4) ply plywood, four (4) thirty six inch by forty eight inch (36" x 48") window boarded with one half inch (1/2") four (4) ply plywood, two (2) fourteen inch by thirty inch (14" x 30") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty seven inch (39" x 87") door secured with one half inch (1/2") four (4) ply plywood, install three (3) hasps, have eighteen (18) forty eight inch by ninety six inch (48" x 96") full sheets of four foot (4' x 8') four (4) ply plywood installed on the whole back of house, have two hundred fifty five (255) 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, have three (3) workers use thirty (30) minutes to clean up and have two (2) six foot by six foot (6' x 6') gate installed with chain and lock, located at 1080 Seamans Neck Road, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$6,508.48, the cost associated with the emergency services provided at 1080 Seamans Neck Road, Wantagh, 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 \$6,758.48 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 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 WEAVING LANE, 80 FEET EAST OF WING LANE. SEC 51, BLOCK 368, AND LOT (S) 2, A/K/A 11 WEAVING LANE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

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

WHEREAS, on April 17, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) twenty seven inch by forty seven inch (27" x 47") window boarded with one half inch (1/2") four (4) ply plywood, located at 11 Weaving Lane, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 11 Weaving Lane, Wantagh, 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 #

4

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 SOUTH SIDE OF STEWART AVENUE, 65 FEET EAST OF PLEASANT AVENUE. SEC 45, BLOCK 40, AND LOT (S) 348, A/K/A 2608 STEWART AVENUE, WESTBURY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2608 Stewart Avenue, Westbury, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on May 3, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have two (2) twelve inch by twenty four inch (12" x 24") soffits boarded and one (1) six inch by twenty four inch (6" x 26") soffit boarded, located at 2608 Stewart Avenue, Westbury;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2608 Stewart Avenue, Westbury, 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 # 4

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF LINCOLN AVENUE, 68 FEET EAST OF HEMPSTEAD GARDENS DRIVE. SEC 35, BLOCK 419, AND LOT (S) 291, A/K/A 508 LINCOLN 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 508 Lincoln Avenue, West Hempstead, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on May 8, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA Gappsi Group to have one (1) thirty seven inch by eighty inch (37" x 80") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty three inch (36" x 83") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty six inch by forty eight inch (36" x 48") window boarded with one half inch (1/2") four (4) ply plywood, located at 508 Lincoln Avenue, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 508 Lincoln Avenue, West Hempstead, 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:

MEM# 4

Case # 6542

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO R.B CONWAY, INC.  
FOR REMOVAL AND REINSTALLATION OF TOWN OF  
HEMPSTEAD OUTFALL PIPE THROUGH NEW BULKHEADING AT  
3556 WOODWARD STREET, OCEANSIDE, NY

WHEREAS, it was necessary to remove and reinstall a Town of  
Hempstead outfall pipe through new bulkheading at 3556 Woodward Street, Oceanside,  
NY; and

WHEREAS, R.B. Conway, Inc., 890 Aberdeen Road, Bay Shore, NY  
11706 submitted a quotation of \$2,000.00 for the cost of removal and reinstallation of  
Town of Hempstead outfall pipe through new bulkheading at 3556 Woodward Street,  
Oceanside, NY; and

WHEREAS, the Engineering Department reviewed the price quoted and  
found it to be fair and reasonable cost for the work involved;

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is directed and authorized to make  
payments to R.B. Conway, Inc., 890 Aberdeen Road, Bay Shore, NY 11706 for removal  
and reinstallation of outfall pipe through new bulkheading at 3556 Woodward Street,  
Oceanside, NY, and that such expenditures be charged to Highway Capital Improvement  
account # 9554-503-9554-5010, not exceed the sum of \$2000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

5

Case #

14822

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO CANON SOLUTIONS AMERICA, INC., FOR MAINTENANCE AGREEMENT RENEWAL TO MAINTAIN AN OCE SCANNER EXPRESS AND AN OCE COLORWAVE 300 PRINTER FOR THE DEPARTMENT OF CONSERVATION AND WATERWAYS

WHEREAS, the Department of Conservation and Waterways owns the following equipment:

Oce Scanner Express (N)	Model: SCEXP	Serial #350007617
Oce ColorWave 300 Printer	Model: CW300	Serial #330402021

WHEREAS, Canon Solutions America, Inc., 12379 Collections Center Drive, Chicago, IL 60693, has submitted invoice numbers 98888330 and 988883311 to renew original customer maintenance agreement on file to maintain the above equipment for the period of 7/1/2017 to 6/30/2018, for the annual amount of \$2,567.52; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways has advised the Town Board that the aforesaid services are necessary and recommends to the Town Board the acceptance of the aforesaid offer; and

NOW THEREFORE, BE IT

RESOLVED, that the aforesaid agreement by Canon Solutions America, Inc., 12379 Collections Center Drive, Chicago, IL 60693, to furnish the necessary maintenance and services for the Oce Scanner Express and the Oce ColorWave 300 printer located at the Department of Conservation and Waterways, for the period of 7/1/2017 to 6/30/2018 for the sum of \$2,567.52, upon the terms and conditions therein contained, be and the same is hereby approved and accepted; and BE IT FURTHER

RESOLVED, that the Commissioner of Conservation and Waterways is authorized to accept said renewal agreement on behalf of the Town of Hempstead and to make a lump sum payment of said invoices from the Department of Conservation and Waterways Code 010-006-8730-4710.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 6

Case # 12113

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID PROPOSAL FOR  
2017 FURNISHING, PLANTING AND MAINTAINING  
TREES AND SHRUBS ALONG STREETS, PARKING  
FIELDS AND OTHER LOCATIONS IN THE UNINCOR-  
PORATED AREAS OF THE TOWN OF HEMPSTEAD,  
NASSAU COUNTY, NEW YORK PW#18-17

WHEREAS, the Commissioner of General Services advertised for bids for 2017  
Furnishing, Planting and Maintaining of Trees and Shrubs along Streets, Parking Fields and  
Other Locations in the Unincorporated Areas of the Town of Hempstead PW # 18-17; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in  
the office of the Commissioner of General Services on July 6, 2017; and

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

Louis Barbato Landscaping, Inc.	\$227,180.00
Trinchese Construction	\$300,896.00
Coastal Contracting	\$448,665.00

WHEREAS, the Commissioner of the Engineering Department reported that the lowest  
bid was received from Louis Barbato Landscaping, Inc., 1600 Railroad Avenue, Holbrook, NY  
11741 in the sum of \$227,180.00 and it appears that said bidder is duly qualified and  
recommends acceptance of said bid to the Town Board: and

NOW THEREFORE, BE IT

RESOLVED, that the bid of Louis Barbato Landscaping, Inc., 1600 Railroad Avenue,  
Holbrook, NY 11741 for 2017 Contract for Furnishing, Planting and Maintaining of Trees and  
Shrubs along Streets, Parking Fields and Other Locations in the Unincorporated Areas of the  
Town of Hempstead PW# 18-17 be accepted subject to the execution of a contract by it: and

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

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Engineering  
be and is hereby authorized to execute the contract with Louis Barbato Landscaping Inc., and the  
Comptroller is authorized and directed to make payments from Town Highway Capital  
Improvement Funds, Account No. 9559-503-9559-5010, in the sum of \$227,180.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7  
Case # 7727



ADOPTED:

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

RESOLUTION AUTHORIZING TEMPORARY MILEAGE ALLOWANCE  
FOR TWENTY SIX SEASONAL EMPLOYEES ASSIGNED TO LOCATIONS  
DISTANTLY LOCATED FROM TOWN MOTOR POOL FACILITIES.

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

WHEREAS, the Commissioner of the Department of Parks and Recreation has advised this Town Board that it is not feasible to provide motor pool transportation for twenty six (26) seasonal employees, assigned to the Department of Parks and Recreation, who required vehicular transportation in the performance of their official duties; and he therefore recommends authorization of mileage allowance in this instance; and

WHEREAS, this Town Board concurs that mileage allowance authorization is justified and necessary for this class of seasonal employees;

NOW, THEREFORE, BE IT

RESOLVED, that the following seasonal employees, assigned to the Department of Parks and Recreation, who are distantly located from Town motor pool facilities, that they be compensated pursuant to the Federally established IRS mileage reimbursement allowance for use of such automobile for performance of official duties during the span of time set-forth herein;

May 1, 2017 through October 31, 2017

Adams, Jennifer	Captain
Assande, Nicholas	Senior Guard
Calia, Jessica	Captain
Cutrone, Stephanie	Captain
Conlon, Kristin	Pool Safety Supervisor 1
D'Auria, Anthony	Captain
DeRose, Tami	Senior Lieutenant
Ferrentino, Kristie	Instructor Lieutenant
Foran, Stephen	Instructor Lieutenant
Gilroy, Ann Marie	Pool Safety Supervisor 2
Hawkins, Annmarie	Pool Safety Supervisor 1
Judge, Holly	Captain
Lang, Colleen	Pool Safety Supervisor 1
Larkin, Gregory	Pool Safety Supervisor 1
McGovern, Stacey	Captain
Meigel, Rebecca	Captain
Murnane, Danielle	Pool Safety Supervisor 1
Musumeci, Samantha	Captain
Plank, Taylor	Captain
Rivara, Marjory	Park Rec Field Worker
Ryan, Daniel	Pool Safety Supervisor 3
Vitulli, Jason	Pool Safety Supervisor 1
Vitulli, Victoria	Senior Lieutenant
Wicelinski, Michael	Senior Lieutenant
Witte, Linda	Pool Safety Supervisor 1
Wright, Simone	Park Rec Field Worker

AND BE IT

FURTHER RESOLVED, that payment of reimbursement claims submitted by the twenty six (26) authorized employees be charged against the Department of Parks and Recreation Account No. 400-007-7110-4140; Auto Expense.

The forgoing resolution was adopted upon roll call as follows:

AYES:

Item #

8

NOES:

Case #

9

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. 201501686 AND ALL ASSOCIATED APPLICATIONS, OPEN PERMITS, CERTIFICATES AND BOARD OF ZONING APPEALS FEES, FOR BARNUM ISLAND FIRE DISTRICT TO CONSTRUCT NEW OFFICE WITH GARAGE TO THE FIREHOUSE LOCATED AT 4138 BROADWAY, ISLAND PARK, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Barnum Island Fire District, has filed Building Permit Application No. 201501686 and all associated applications, open permits, certificates and board of zoning appeals fees with the Department of Buildings of the Town of Hempstead to construct new office with garage at the firehouse located at 4138 Broadway, Island Park, Town of Hempstead, Nassau County, New York; and

WHEREAS, the Barnum Island Fire District, has requested consideration for an exemption from payment of full fees in connection with Building Permit Application No. 201501686 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. 201501686 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. 201501686 and all associated applications, open permits, certificates and board of zoning appeals fees to construct new office with garage at the firehouse located at 4138 Broadway, Island Park, Town of Hempstead, Nassau County, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case # -

10315



RESOLUTION RE: ACCEPTING FRANK ERDMANN JR., AS  
ACTIVE MEMBER IN THE MERRICK HOOK AND LADDER,  
COMPANY NO. 1, MERRICK, NEW YORK.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLVED, that the action of, MERRICK HOOK AND,  
LADDER COMPANY NO. 1, MERRICK, NEW YORK in accepting Frank  
ERDMANN Jr., residing at [REDACTED] Bellmore New York  
11710, into the Company rolls as a member, be and the same  
hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item # 11  
Case # 461

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO PAY ANNUAL MEMBERSHIP DUES TO THE INTERNATIONAL CODE COUNCIL FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF BUILDINGS TO MAINTAIN ITS MEMBERSHIP

WHEREAS, the Commissioner of the Department of Buildings has requested payment be made for an annual membership from July 1, 2017 to June 30, 2018 to the International Code Council.

WHEREAS, it continues to be in the towns best interest to maintain membership in the International Code Council. Membership in the International Code Council allows for 12 Code Enforcement Officers of the Building Department to be voting members of the International Code Council providing the Town of Hempstead a voice in Building Code Development and organization of the executive board of the International Code Council.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Buildings is hereby authorized to pay the current membership dues of \$370.00 for a one year membership for the Department of Buildings to be paid out of and charged against the Department of Buildings office expense account 030-002-3620-4040 with payment made to the International Code Council, 900 Montclair Road, Birmingham, Alabama 35235.

The forgoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 3003

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING BID FOR ROAD IMPROVEMENT HYSLER STREET-EAST MEADOW, NY, CORNWELL AVENUE, AVENUE B, WELLELEIN ROAD, MAPLEGROVE AVENUE, WALNUT STREET – UNIONDALE, NY PW# 15-17**

WHEREAS, the Commissioner of General Services advertised for bids for, Road Improvement Hysler Street –East Meadow, NY, Cornwell Avenue, Avenue B, Wellelein Road, Maplegrove Avenue, Walnut Street – Uniondale, NY. PW#15-17

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on July 27, 2017;

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

Richard W. Grim, Inc.	\$866,991.00
Roadwork Ahead, Inc.	\$926,935.00
Metro Paving LLC	\$939,085.00
Laser Industries, Inc.	\$949,570.00

WHEREAS, the Commissioner of the Engineering Department reported that the lowest bid was received from Richard W. Grim, Inc. P.O. Box 875, Remsenburg, NY 11960 in the sum of \$866,991.00, and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Richard W. Grim, Inc., P.O. Box 875, Remsenburg, NY 11960 for the Road Improvement Hysler Street –East Meadow, NY, Cornwell Avenue, Avenue B, Wellelein Road, Maplegrove Avenue, Walnut Street – Uniondale, NY. PW#15-17 be accepted subject to the execution of a contract by it; and

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

BE IT FURTHER RESOLVED, that the Commissioner of Engineering is authorized to execute the agreement with Richard W. Grim, Inc. and the Comptroller is authorized and directed to make payments under the contract executed by the successful bidder from Town Highway Capital Improvement Funds, Account No: 9554-503-9554-5010, in the sum of \$866,991.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 28692

Case No.

Resolution No.

Adopted

Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ACCEPT A DONATION IN THE AMOUNT OF \$275,000.00 FROM THE ANCHOR BUILDING FUND, INC. FOR THE PURPOSE OF PURCHASING AND INSTALLING A CHILDREN'S SPRAY PAD AT CAMP ANCHOR AND AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF PARKS AND RECREATION TO EXECUTE A RELATED MEMORANDUM OF UNDERSTANDING

WHEREAS, the Anchor Building Fund, Inc., (the "Anchor Fund") a not-for-profit corporation and an independent third party without affiliation of any kind with the Town, was created to raise funds to benefit the disabled participants of the Town's ANCHOR and Camp ANCHOR programs; and

WHEREAS, the Anchor Fund wishes to donate the sum of \$275,000.00 (the "Donated Funds") to the Town for the express purpose of having the Town purchase and install a children's spray pad for the use and enjoyment of the children of the Town's Camp ANCHOR program and toward that end has executed a Memorandum of Understanding pertaining to the Donated Funds; and

WHEREAS, the Town desires to accept such Donated Funds for the purpose of purchasing and installing a spray pad at Camp ANCHOR as well as for its future repairs and/or improvements and will establish a segregated "Capital Project Account" to ensure that the Donated Funds are expended solely to accomplish said purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead hereby agrees to accept the Donated Funds from the Anchor Fund when tendered for the express purpose of purchasing and installing a spray pad at Camp ANCHOR; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to establish a segregated "Capital Project Account" to ensure that the Donated Funds are expended solely in conjunction with the aforementioned spray pad project at Camp ANCHOR; and

BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

21493 + 16531

**MEMORANDUM OF UNDERSTANDING REGARDING DONATION OF FUNDS FOR  
THE PURPOSE OF PURCHASING AND INSTALLING A CHILDREN'S SPRAY PAD AT  
CAMP ANCHOR**

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

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

WHEREAS, the TOWN of Hempstead is a Municipal corporation duly existing pursuant to the laws of the State of New York and as such is a tax exempt entity pursuant to 26 USC section 115; and

WHEREAS, the Anchor Building Fund, Inc., a not-for-profit corporation with offices at 620 Lido Blvd., Lido Beach, NY 11561 (the "Anchor Fund") and an independent third party without affiliation of any kind with the Town, which was created to raise funds to benefit the disabled participants of the Anchor and Camp Anchor programs, wishes to donate Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) (the "Donated Funds") to the Town for the express purpose having the Town purchase and install a "spray pad" for the use and enjoyment by the children of the Camp Anchor program;

WHEREAS, the Town desires to accept such Donated Funds and hereby commits to expend them exclusively in conjunction with the design, purchase, installation of a spray pad as well as for future repairs and/or improvements thereof (the "Project") to benefit the children of the Camp Anchor program;

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

**Article One: Purpose**

The express purpose of this MOU is to memorialize the commitment of the Anchor Fund to donate the Donated Funds to the Town and Town's corresponding commitment to utilize the Donated Funds exclusively for the costs incurred by the Town in designing, purchasing and installing, and making future repairs and/or improvements to, the spray pad Project to benefit the children of the Camp Anchor summer program.

**Article Two: Designation of Capital Project Account**

Upon its receipt of the Donated Funds following the mutual execution of this MOU, the Town, through the office of the Town Comptroller, will establish a segregated "Capital Project Account" specifically for the sole purpose of funding the purchase, design and installation of a new children's spray pad at Camp Anchor through the expenditure of the Donated Funds. If the Donated Funds have not been fully expended by the Town in conjunction with the design, purchase and installation of the



subject children's spray pad Project at Camp Anchor, then in such event, the Town hereby agrees to promptly establish an account for future repairs and/or improvements of the Project with the remaining balance of the Donated Funds following the completion of the Project.

Article Three: Acknowledgment of the Anchor Fund

The Anchor Fund hereby acknowledges and confirms its understanding of the following: (i) subject to the provisions of Article Two, upon the designation of the Capital Project Account for the Donated Funds by the Town as referenced in Article Two, ownership and control of these Donated Funds shall lie completely and exclusively with the Town; (ii) the budget, design plans, purchase and installation of the subject spray pad shall rest solely in the discretion and control of the Town, as will the expenditure of the Donated Funds to pay for all such children's water spray pad related expenses; and (iii) that interest income, if any, earned by the Town on the Donated Funds while disbursements for the children's spray pad Project remain pending, as well as any funds remaining after completion of the Project, will be separately held by the Town solely to be used for the future repairs and/or improvements of the Project.

Article Four: Representation, Warranty and Indemnification

The Anchor Fund hereby represents and warrants to the Town that the Donated Funds were lawfully raised from donors who each fully understood that their respective monetary contributions were to be utilized for the benefit the disabled children who participate in the Anchor and/or Camp Anchor programs and that the Anchor Building Board has the necessary legal authority to donate the Donated Funds to the Town.

The Anchor Fund hereby agrees that the transferred funds may be used to indemnify, defend and hold harmless the Town and its employees, officers and agents and each of them from and against any and all liabilities, damages, losses, claims, suits, costs, disbursements and expenses, including, but not limited to reasonable attorneys' fees and expenses of whatsoever kind and nature directly or indirectly arising out of, relating to or resulting from any claims asserting that the Anchor Fund improperly raised the Donated Funds (or any portion thereof) and/or lacks the authority to donate the Donated funds to the Town.

It is the intension that upon the donation of funds to the Town as contemplated by this memorandum, the Anchor Fund shall cause all required filings be made as required by law and will then seek to dissolve itself and shall cease all fund raising activities.

Article Five: Miscellaneous:

This MOU may not be changed, modified or rescinded orally. Any change, modification or rescission shall be in writing, signed by the party against whom enforcement of any change, modification or rescission is sought.

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

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

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

TOWN OF HEMPSTEAD

BY: \_\_\_\_\_  
Name:  
Title:

PLEASE SEE  
& DA

ANCHOR BUILDING FUND, INC.

BY: John Malloy  
JOHN MALLOY, PRESIDENT

Approved: Theresa E. Gaffney  
Theresa E. Gaffney  
Executive  
Date: 8/7/17

APPROVED  
Andrew Foy  
DIRECTOR OF PURCHASING

APPROVED  
By: Kevin R. Conroy 8/3/17  
KEVIN R. CONROY  
TOWN COMPTROLLER  
8/3/17  
Michael J. Capobianco  
MICHAEL J. CAPOBIANCO  
COMPTROLLER'S OFFICE  
BUDGET DIVISION  
8/2/17

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 8/2/17

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING A DECREASE IN APPROPRIATION IN FUND BALANCE ACCOUNT IN PARKS & RECREATION DEPARTMENT OPERATING FUND AND ESTABLISHING A SURPLUS EQUIPMENT EXPENSE ACCOUNT IN PARKS & RECREATION DEPARTMENT OPERATING FUND

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

400-007-7110 PARKS & RECREATION OPERATING FUND:

DECREASE: 5990 Appropriated Fund Balance \$45,000.00

ESTABLISH: 2150 Surplus Equipment Expense Account \$45,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 6305

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH HISPANIC BROTHERHOOD OF ROCKVILLE CENTRE, INC. FOR A GRANT IN THE SUM OF \$30,000.00 FOR SERVICES TO YOUTH**

**WHEREAS**, Hispanic Brotherhood of Rockville Centre, Inc. having a principal office at 59 Clinton Avenue, Rockville Centre, New York, has since 1984 sponsored and operated programs that benefit the Latino youths in the Rockville Centre, Baldwin, Oceanside and Freeport areas; and

**WHEREAS**, the Hispanic Brotherhood of Rockville Centre, Inc., is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its after school tutorial program for Latino youths for January 1, 2017 through December 31, 2017, in the communities of Rockville Centre, Baldwin, Oceanside and Freeport areas; 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 the Hispanic Brotherhood of Rockville Centre, Inc., providing for a grant not to exceed the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS to be used in its 2017 Latino youth program, and that said amount be paid to the Hispanic Brotherhood of Rockville Centre, Inc. and charged against the appropriate Community Development Block Grant account upon the 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: ( )

**CONTRACT FOR PERSONAL SERVICES**

By and Between  
TOWN OF HEMPSTEAD  
And

**HISPANIC BROTHERHOOD OF ROCKVILLE CENTRE, 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 Hispanic Brotherhood of Rockville Centre, Inc. (hereinafter "Brotherhood") a non-profit corporation having its principal office at 59 Clinton Avenue, Rockville Centre, New York.

**WITNESSETH THAT:**

**WHEREAS**, the Brotherhood has conducted basic community services and programs for the benefit of youth in the communities on the South Shore; and

**WHEREAS**, the Brotherhood has requested the Town to provide a grant of THIRTY THOUSAND (\$30,000.00) DOLLARS to assist in the operation of its 2017 season; 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 the Brotherhood;

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

1. The Brotherhood agrees to continue its operations located at 59 Clinton Avenue, Rockville Centre, New York, during the term of this agreement.

2. The Brotherhood agrees to continue its basic community services and other programs for youth in the area of Rockville Centre and other surrounding areas on the South Shore;

3. The Brotherhood agrees that such youth programs will be supervised and directed by competent adult personnel.

4. The Brotherhood agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.

5. The Brotherhood agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.

6. The Brotherhood agrees that it is, 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 Brotherhood shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.

7. The Brotherhood 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 Brotherhood resulting from its operation, use and maintenance of the facilities of the Brotherhood. In addition, the Brotherhood agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Brotherhood 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 Brotherhood simultaneously with the execution of this agreement.

8. The Brotherhood 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 Brotherhood shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

9. The Brotherhood 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. The Brotherhood agrees that in 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.

11. The Town agrees to pay the Brotherhood for the services provided by this agreement, up to the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS.

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

13. The terms of this agreement shall commence January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.

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

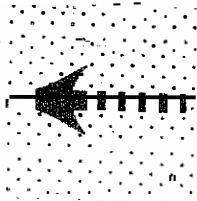
**TOWN OF HEMPSTEAD**

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

**HISPANIC BROTHERHOOD OF  
ROCKVILLE CENTRE, INC.**

**APPROVED**  
By: [Signature] Date: 8/9/17  
[Signature]  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER  
Approved: [Signature]  
Cheryl P. [Signature] Assistant  
Date: 8/10/17

By: [Signature]  
Margarita Grasing  
Executive Director



Doc. No. 17-011

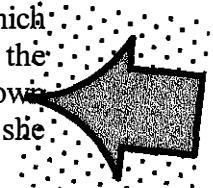
**APPROVED AS TO CONTENT**  
DATE 8/3/17  
[Signature]  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**  
[Signature]  
DIRECTOR OF PURCHASING

**APPROVED AS TO FORM**  
[Signature]  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 8/7/17

STATE OF NEW YORK )  
                                  ss:  
COUNTY OF NASSAU )

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



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

STATE OF NEW YORK )  
                                  ss:  
COUNTY OF NASSAU )

On this 12 day of July, 2017 before me personally came Margareta Grasong to me known, who being by me duly sworn did depose and say that (s)he resides at 551 W. A) Bulwin, NY, New York; that (s)he is the Executive Director of Hispanic Brotherhood of Rockville Centre, 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 their name thereto by like order.

  
Notary Public

MARGUERITE F. KELLER  
NOTARY PUBLIC, State of New York  
No. 01 KE4988760  
Qualified in Nassau County  
Commission Expires November 18, 2017

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SUPERVISOR  
TO ENTER INTO A CONTRACT WITH HISPANIC  
BROTHERHOOD OF ROCKVILLE CENTRE, INC.  
FOR A GRANT IN THE SUM OF \$30,000.00 FOR  
SERVICES TO YOUTH**

**WHEREAS**, Hispanic Brotherhood of Rockville Centre, Inc. having a principal office at 59 Clinton Avenue, Rockville Centre, New York, has since 1984 sponsored and operated programs that benefit the Latino youths in the Rockville Centre, Baldwin, Oceanside and Freeport areas; and

**WHEREAS**, the Hispanic Brotherhood of Rockville Centre, Inc., is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its after school tutorial program for Latino youths for January 1, 2017 through December 31, 2017, in the communities of Rockville Centre, Baldwin, Oceanside and Freeport areas; 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 the Hispanic Brotherhood of Rockville Centre, Inc., providing for a grant not to exceed the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS to be used in its 2017 Latino youth program, and that said amount be paid to the Hispanic Brotherhood of Rockville Centre, Inc. and charged against the appropriate Community Development Block Grant account upon the 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: ( )



**CONTRACT FOR PERSONAL SERVICES**

By and Between  
TOWN OF HEMPSTEAD  
And

**HISPANIC BROTHERHOOD OF ROCKVILLE CENTRE, 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 Hispanic Brotherhood of Rockville Centre, Inc. (hereinafter "Brotherhood") a non-profit corporation having its principal office at 59 Clinton Avenue, Rockville Centre, New York.

**WITNESSETH THAT:**

**WHEREAS**, the Brotherhood has conducted basic community services and programs for the benefit of youth in the communities on the South Shore; and

**WHEREAS**, the Brotherhood has requested the Town to provide a grant of THIRTY THOUSAND (\$30,000.00) DOLLARS to assist in the operation of its 2017 season; 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 the Brotherhood;

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

1. The Brotherhood agrees to continue its operations located at 59 Clinton Avenue, Rockville Centre, New York, during the term of this agreement.

2. The Brotherhood agrees to continue its basic community services and other programs for youth in the area of Rockville Centre and other surrounding areas on the South Shore;

3. The Brotherhood agrees that such youth programs will be supervised and directed by competent adult personnel.

4. The Brotherhood agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.

5. The Brotherhood agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.

6. The Brotherhood agrees that it is, 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 Brotherhood shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.

7. The Brotherhood 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 Brotherhood resulting from its operation, use and maintenance of the facilities of the Brotherhood. In addition, the Brotherhood agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Brotherhood 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 Brotherhood simultaneously with the execution of this agreement.

8. The Brotherhood 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 Brotherhood shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

9. The Brotherhood 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. The Brotherhood agrees that in 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.

11. The Town agrees to pay the Brotherhood for the services provided by this agreement, up to the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS.

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

13. The terms of this agreement shall commence January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.

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

**TOWN OF HEMPSTEAD**

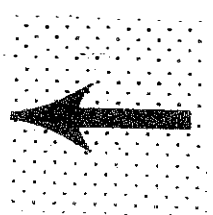
By: \_\_\_\_\_  
ANTHONY J. SANTINO  
Supervisor

**HISPANIC BROTHERHOOD OF  
ROCKVILLE CENTRE, INC.**

**APPROVED**  
By: [Signature] Date: 8/9/17  
[Signature] 8/9/17  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

By: [Signature]  
Margarita Grasing  
Executive Director

Approved: [Signature]  
Cheryl P... assistant  
Date: 8/10/17



Doc. No. 17-011

APPROVED AS TO CONTENT  
DATE 8/3/17  
[Signature]  
CONSULT TO COMMUNITY  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**  
[Signature]  
DIRECTOR OF PURCHASING

APPROVED AS TO FORM  
[Signature]  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 8/7/17



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

WHEREAS, on June 20, 2017 this Town Board did pass Resolution # 957-2017 authorizing the Commissioner to execute a Sixth Amendment to the Solid Waste Service Agreement between Covanta and the Town; and

WHEREAS, said Sixth Amendment did memorialize the desire of the parties to relax the applicability of the Maximum Annual Tonnage as set forth in the Service Agreement and to modify the Service Fee paid by the Town for tons delivered to the Facility in excess of 420,000 tons for the contract year ending August 31, 2017;

WHEREAS, said Sixth Amendment allowed for the delivery of up to 15,000 tons as Supplemental Acceptable Waste; and

WHEREAS, the parties desire to allow for an additional 10,000 tons of Supplemental Acceptable Waste to be delivered; and

WHEREAS, this amendment will change the amount of Supplemental Acceptable Waste authorized under the Sixth Amendment to a total of 25,000 tons; and

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

WHEREAS, it is in the best interest of the residents of the Town to authorize this;

NOW, THEREFORE, BE IT

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

BE IT FURTHER

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

The foregoing was adopted upon roll call as follows:

AYES:

NOES:

Item #

17

Case #

17083



Powering Today, Protecting Tomorrow

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

July 10, 2017

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

**Re: Sixth Amendment to Solid Waste Service Agreement among Covanta  
Hempstead Company (the "Company") and the Town of Hempstead and the  
Town of Hempstead Refuse Disposal District (collectively, the "Town") dated  
July 10, 2017 (the "Sixth Amendment")**

Ladies and Gentlemen:

With reference to the Sixth Amendment, the Town and the Company hereby agree that the Supplemental Acceptable Waste identified in paragraph 1 of the Sixth Amendment as "up to an additional 15,000 Tons" is hereby amended to be "up to an additional 25,000 Tons", in the period ending August 31, 2017. All other provisions of the Sixth Amendment remain unchanged and in full force and effect.

If the foregoing correctly sets forth our agreement, kindly indicate your agreement thereto in the spaces indicated below, whereupon this letter shall constitute a binding amendment to the Sixth Amendment. The parties agree that this letter may be executed in any number of counterparts, which together will constitute a fully-executed agreement as though all signatures appeared on each counterpart.

Sincerely,

COVANTA HEMPSTEAD COMPANY

By:

Name:

Title:

*Richard J. Sandino*  
Richard J. Sandino  
V.P.

ACCEPTED AND AGREED TO:  
THE TOWN OF HEMPSTEAD

By:

Name:

Title:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By:

Name:

Title:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED  
By *[Signature]* Date 8/1/17  
*[Signature]* 8/2/17

KEVIN R. CONROY  
TOWN COMPTROLLER

*[Signature]*  
MICHAEL J. CARROLL  
COMPTROLLER'S OFFICE  
BUDGET DIVISION 8/1/17

**APPROVED**

*[Signature]*  
Council to COMMISSIONER OF SANITATION

APPROVED AS TO FORM

CHIEF DEPUTY TOWN ATTORNEY

DATE

7/12/17

**DIRECTOR OF PURCHASING**

Case No. .

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR OF THE TOWN OF HEMPSTEAD TO EXECUTE AN AGREEMENT TO TRANSFER OWNERSHIP AND OPERATION OF BICYCLE LOCKER FACILITIES BETWEEN THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE TOWN OF HEMPSTEAD

WHEREAS, the Parties desire to cooperate in efforts to increase and improve bicycle use by providing Long Island Rail Road (LIRR) commuters with bicycle locker facilities, and in furtherance of that objective the Parties desire to enter into this Agreement for operation of bicycle locker facilities to be located near the Baldwin, Merrick, Oceanside and Woodmere LIRR Stations; and

WHEREAS, providing bike lockers near the LIRR stations will further the goals of increasing the use of alternative means for commuters to reach the LIRR station; and

WHEREAS, the bike lockers to be used under this Agreement are, at present, owned by New York State Department of Transportation (NYSDOT); and

WHEREAS, it has been determined that the transfer of ownership and operation of sixteen (16) bike lockers from NYSDOT to the Town will best serve the public; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized and directed to execute the Agreement to transfer ownership and operation of the sixteen (16) bicycle lockers between the New York State Department of Transportation and the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

15887

**THE TOWN OF HEMPSTEAD**  
**and**  
**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**  
  
**AGREEMENT TO TRANSFER OWNERSHIP AND OPERATION OF**  
**BICYCLE LOCKER FACILITIES**

This Agreement, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 among **the Town of Hempstead**, a municipality with offices located at One Washington Street, Hempstead, New York 11550 (hereinafter referred to as “the TOWN”), and **New York State Department of Transportation**, a New York State executive agency with offices located at 250 Veterans Memorial Highway, Hauppauge, New York 11788-5518 (hereinafter referred to as “NYSDOT” or “THE STATE”);

**WITNESSETH:**

WHEREAS, the Parties desire, as a component of the Transportation Demand Management Program (“TDM”), to cooperate in efforts to increase and improve bicycle use by providing commuters with BICYCLE LOCKER FACILITIES, and in furtherance of that objective the Parties desire to enter into this Agreement for operation of BICYCLE LOCKER FACILITIES to be located near the Baldwin, Merrick, Oceanside and Woodmere, LIRR Stations; and

WHEREAS, TDM is a program designed to promote, coordinate and provide strategies that will reduce the use of single-occupant vehicles and other automobiles on Long Island thereby improving air quality and helping to reduce congestion. One of the TDM strategies is to encourage bicycling to reduce the use of single-occupant vehicles and automobiles; and

WHEREAS, continuing availability of BIKE LOCKERS will further the goals of the TDM program; and

WHEREAS, the BIKE LOCKERS to be used under this Agreement are, at present, owned by NYSDOT; and

WHEREAS, it has been determined that the transfer of ownership of sixteen (16) BIKE LOCKERS from NYSDOT to THE TOWN will best serve the goals of the TDM program; and

WHEREAS, The aggregate fair market value of the sixteen (16) BIKE LOCKERS to be transferred to THE TOWN is the sum total of \$7,600.00; and

WHEREAS, THE TOWN desires through this Agreement to provide support to TDM and its programmatic goals and benefits by assisting with the strategic placement and management of BIKE LOCKERS;

NOW THEREFORE, the Parties hereby agree that the BICYCLE LOCKER FACILITIES shall be located, operated, and managed as follows:



I. TERM: The effective term of this Agreement shall run for a period of one (1) year. Any Party may move to terminate this agreement, for cause only, upon thirty (30) days written notice to the other parties. Upon the expiration of the effective term, the Town may, in its sole discretion, use or transfer the Bike Lockers as it determines is in the best interest of the Town.

II. DELIVERY AND TRANSFER OF OWNERSHIP OF BIKE LOCKERS TO THE TOWN. By virtue of delivery to the Town at one or several mutually acceptable staging areas, NYSDOT shall transfer all title to sixteen (16) American Security Company Model 302 BIKE LOCKERS to THE TOWN; and in consideration therefore, THE TOWN shall support TDM and its programmatic goals by strategically placing and operating the BIKE LOCKERS at BICYCLE LOCKER FACILITIES, as more fully set forth below. No additional records, receipts, bills of lading or other documentation of title will be required from NYSDOT upon delivery of the BIKE LOCKERS to THE TOWN as described above.

III. USE, OCCUPANCY MANAGEMENT, OPERATION AND MAINTENANCE OF Town PROPERTY: The BIKE LOCKERS and BICYCLE LOCKER FACILITIES shall be located on TOWN property and reserved for the temporary storage of bicycles, and related bicycle equipment. THE TOWN shall hereby assume all rights of ownership of the BIKE LOCKERS and undertake the use, occupancy, management, operation and maintenance of the BIKE LOCKERS and BICYCLE LOCKER FACILITIES, at no cost to the STATE, in accordance herewith.

IV. OPERATING EXPENSES: Upon delivery, THE TOWN shall be responsible for all administrative and other expenses incurred in connection with installing, promoting, managing, operating and maintaining the BIKE LOCKERS and its BICYCLE LOCKER FACILITIES.

V. MANAGEMENT AND OPERATION PROVISIONS:

- a) Users: The BIKE LOCKERS and BICYCLE LOCKER FACILITIES shall be made available for equal access by TOWN residents and non-residents alike.
- b) Promotion: THE TOWN shall employ reasonable efforts to promote the availability and use of the BIKE LOCKERS, BICYCLE LOCKER FACILITIES and the programmatic goals and benefits of TDM. NYSDOT shall employ reasonable efforts to assist THE TOWN in this effort.
- c) Customer License Agreements: THE TOWN shall enter into a written customer license agreement with each user of a BIKE LOCKER.
- d) Key Deposits: A reasonable key deposit amount may be established by THE TOWN. Any deposit shall be refunded by THE TOWN to the customer upon termination of the customer license agreement, unless said deposit is deemed forfeited by THE TOWN.
- e) Usage Fees: At THE TOWN'S option, a reasonable usage fee may be charged to each BIKE LOCKER user by THE TOWN.

- f) **Prohibited Uses:** THE TOWN shall employ its best efforts to ensure that the BIKE LOCKERS are used only to store one bicycle and related bicycle equipment (such as helmet, pump, rain gear and lock) and otherwise consistent with the programmatic goals and benefits of TDM.
  
- h) **Maintenance:** It is expressly understood that title and all rights of ownership to the BIKE LOCKERS are transferred upon delivery as more fully described in Sec. II herein, and that the BIKE LOCKERS are being provided by NYSDOT "as is". NYSDOT makes no warranties or representations as to the condition, merchantability, suitability or "working order" of the BIKE LOCKERS or the Town-owned BICYCLE LOCKER FACILITIES. Prior to delivery, representatives of THE TOWN and NYSDOT may inspect all BIKE LOCKERS subject to this Agreement to allow THE TOWN to ascertain that they are in "working order", and those that are not deemed in "working order" will be excluded from this Agreement. Upon delivery by NYSDOT, all responsibility for maintenance, clean-up, repairs, removal of graffiti, and measures that are reasonably necessary to facilitate the routine, day-to-day operations of the BIKE LOCKERS and the BICYCLE LOCKER FACILITIES lie with THE TOWN. THE TOWN shall bear, absorb and assume all obligations and costs associated with promotion of, continued use, occupancy, management, operation and maintenance and / or removal of the BIKE LOCKERS and BICYCLE LOCKER FACILITIES.
  
- i) **Customer Usage Reports:** THE TOWN shall periodically, upon reasonable request by NYSDOT, report back to NYSDOT the level of utilization of the BIKE LOCKERS and the BICYCLE LOCKER FACILITIES, and provide information sufficient to evaluate the location(s) of the BICYCLE LOCKER FACILITIES' conformity with the programmatic goals and benefits of TDM.

**VI. ADDITIONAL BIKE LOCKERS:** THE TOWN retains and reserves the right to purchase and install, at its expense, from NYSDOT (subject to availability) or an outside vendor, additional BIKE LOCKERS.

**VIII. INDEMNIFICATION:** THE TOWN agrees to hold harmless, defend and indemnify NYSDOT and THE PEOPLE OF THE STATE OF NEW YORK against all lawsuits, liabilities, obligations, penalties, costs, charges, damages or expenses (including attorneys fees) arising from or incidental to or in connection with damage, loss of property, injury to or death of persons, including but not limited to their respective agents, servants, and employees, which result from the negligence of THE TOWN, provided said damage, loss, injury or death shall arise out of this Agreement.

**IX. MODIFICATIONS:** Any waivers, alterations or modifications to this Agreement shall be in writing and signed by the Parties.

**X. NOTICE:** Any notice, communication or demand to be given or made by either parties pursuant to this Agreement shall be in writing and shall be given or made by certified mail addressed and sent to:

(1) To the TOWN:

Town of Hempstead  
1 Washington St.  
Hempstead, NY 11550

Attention: Town Supervisor

(2) To NYSDOT:

New York State Department of Transportation  
250 Veterans Memorial Highway  
Hauppauge, New York 11788-5518  
Attention: Bicycle & Pedestrian Coordinator

**XI. SEVERABILITY:** The provisions of this Agreement are severable and it is the intention of the Parties hereto that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

**XII. GOVERNING LAW:** This Agreement will be governed by and construed in accordance with the laws of the State of New York.

**XIII. ASSIGNMENT:** During the effective term of this Agreement, THE TOWN may transfer or assign any of its rights or obligations under this Agreement with the prior written consent of the NYSDOT; consent shall not be unreasonably withheld. Any such transfer or assignment without consent will be null and void; provided however, that THE TOWN may, with prior written consent of the NYSDOT, assign the responsibility of managing and operating the BICYCLE LOCKER FACILITIES to a qualified management and operation firm. THE TOWN will remain liable for the performance of all of its obligations under this Agreement regardless of whether those obligations arose before or arise after the assignment.

**XIV. New York State Standard Clauses:** The Parties agree to be bound by the terms of the Standard Clauses For All New York State Contracts, annexed hereto as "Appendix A," and "Appendix A-1" made a part hereof.

**END OF PROVISIONS**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the dates indicated below, and effective as of the day and year written above.

THE TOWN OF HEMPSTEAD, NY  
BY:

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

NEW YORK STATE DEPARTMENT  
OF TRANSPORTATION  
BY:

\_\_\_\_\_  
Date

APPROVED  
*[Signature]*  
DIRECTOR OF PURCHASING

PLEASE  
& I

Douglas L. Tuman, P.E., Esq.  
\_\_\_\_\_  
Commissioner  
Department of Engineering

APPROVED

\_\_\_\_\_  
Commissioner of Highway  
Town of Hempstead

APPROVED AS TO FORM  
*Charles O. Heme*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 7/7/12

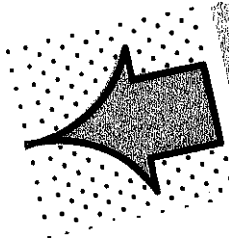
APPROVED  
By No. Date 7/29/12  
*[Signature]*  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

**ACKNOWLEDGMENTS**

*STATE OF NEW YORK*  
*TOWN OF HEMPSTEAD:*

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came \_\_\_\_\_, to me known and who being by me duly sworn, did depose and say that he/she has an office at 1 Washington St., Hempstead, NY 11550 that \_\_\_\_\_ is the Supervisor, of the Town Of Hempstead, described in and which executed the foregoing instrument; a municipality; that it was so affixed by order of the Board of a municipality, and that \_\_\_\_\_ signed his name thereto by like order.

\_\_\_\_\_  
Notary Public  
(Affix Notary Seal)



CASE # \_\_\_\_\_

RESOLUTION NO. \_\_\_\_ - 2017

SEQRA RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK,  
ADOPTED \_\_\_\_\_, 2017, REGARDING THE UNDERGROUND TANK  
MANAGEMENT PROJECT.

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

**WHEREAS**, the Town of Hempstead (the "Town") and the United States Department of  
Environmental Protection Agency (the "EPA") entered into an Administrative Order on Consent dated  
July 31, 1997 (the "Consent Order"); and

**WHEREAS**, the Town Board (the "Board") of the Town is proposing to ratify and confirm its  
approval of the Underground Tank Management Project relating to underground tank  
remediation being undertaken pursuant to the Consent Order and the financing thereof (the  
"Purpose"); and

**WHEREAS**, the proposed Purpose is an action that is being undertaken pursuant to  
administrative enforcement proceedings, including a particular course of action specifically required to be  
undertaken pursuant to an order as described in 6 NYCRR 617.5(c)(29); and

NOW THEREFORE, THE TOWN BOARD OF THE TOWN OF HEMPSTEAD, IN THE  
COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Town Board of the Town of Hempstead, based upon the record before it, and  
the general, specific and detailed knowledge of the Board of the proposed Purpose and under the  
applicable standards of SEQRA and 6 NYCRR Part 617.5, hereby determines that the Purpose is a Type  
II Action that is being undertaken pursuant to administrative enforcement proceedings, including a  
particular course of action specifically required to be undertaken pursuant to an order as described in 6  
NYCRR 617.5(c)(29), and that no further action is required to satisfy the requirements of the New York  
State Environmental Quality Review Act.

Section 2. This resolution takes effect immediately.

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:

Item # 19

Case # 20465

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION ACCEPTING A SEALED LETTER BID  
FOR TANK TIGHTNESS TESTING, VARIOUS  
TOWN FACILITIES, TOWN OF HEMPSTEAD,  
NASSAU COUNTY, NEW YORK**

WHEREAS, the Commissioner of the Department of General Services deemed it necessary and desirable to advertise for sealed letter bids for Tank Tightness Testing, Various Town Facilities, Town of Hempstead, Nassau County, New York; and

WHEREAS, three (3) sealed letter bids were received by the Department of General Services for examination and report:

TJO Tank Testing & Environmental LLC 74 Chestnut Street Rockville Centre, New York 11570	\$6,435.00/per year
--	---------------------

Island Pump and Tank 40 Doyle Court East Northport, New York 11731	\$8,140.00/per year
--	---------------------

Metro Environmental Services 208 Rt. 109 Suite 106 Farmingdale, New York 11735	\$8,745.00/per year
--	---------------------

WHEREAS, based on the findings of the above the Commissioner of the Department of General Services has determined that the sealed letter bid submitted by TJO Tank Testing & Environmental LLC is in the best interest of the Town and should be accepted as such; and

NOW, THEREFORE, BE IT

RESOLVED, that the sealed letter bid submitted by TJO Tank Testing & Environmental LLC, 74 Chestnut Street, Rockville Centre, New York 11570 in the sum of \$6,435.00 (Six Thousand Four Hundred Thirty Five Dollars) for Tank Tightness Testing, Various Town Facilities, Town of Hempstead, Nassau County, New York, be accepted subject to the execution of a contract by it; and

BE IT FURTHER RESOLVED, that upon the execution of the contract by the successful bidder, and the submission of the required performance bond and insurance, and the approval thereof by the Town Attorney, the Comptroller be and he hereby is authorized to accept the sealed letter bid on behalf of the Town of Hempstead; and

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20

Case #

20465

BE IT FURTHER RESOLVED, the bidder's performance bond and insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office with the contract; and

BE IT FURTHER RESOLVED, that the Comptroller be and he hereby is authorized to accept the sealed letter bid from TJO Tank Testing & Environmental LLC, 74 Chestnut Street, Rockville Centre, New York 11510 in the sum of \$6,435.00 (Six Thousand Four Hundred Thirty Five Dollars) upon award of contract for a period of one year with the option to renew for two additional one year periods with payments to be made from Department of General Services Account Number 010-001-1490-4090, Building Maintenance.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION ACCEPTING A SEALED LETTER BID  
FOR PREVENTATIVE MAINTENANCE GENERATOR  
SERVICES, VARIOUS TOWN FACILITIES,  
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, the Commissioner of the Department of General Services deemed it necessary and desirable to advertise for sealed letter bids for Preventative Maintenance Generator Services, Various Town Facilities, Town of Hempstead, Nassau County, New York; and

WHEREAS, one (1) sealed letter bid was received by the Department of General Services for examination and report:

Genserve, Inc.  
100 Newtown Road  
Plainview, New York 11803                      \$4,315.00/per year

WHEREAS, based on the findings of the above the Commissioner of the Department of General Services has determined that the sealed letter bid submitted by Genserve, Inc. is in the best interest of the Town and should be accepted as such; and

NOW, THEREFORE, BE IT

RESOLVED, that the sealed letter bid submitted by Genserve, Inc., 100 Newtown Road, Plainview, New York 11803 in the sum of \$4,315.00 (Four Thousand Three Hundred Fifteen Dollars) for Preventative Maintenance Generator Services, Various Town Facilities, Town of Hempstead, Nassau County, New York, be accepted subject to the execution of a contract by it; and

BE IT FURTHER RESOLVED, that upon the execution of the contract by the successful bidder, and the submission of the required performance bond and insurance, and the approval thereof by the Town Attorney, the Comptroller be and he hereby is authorized to accept the sealed letter bid on behalf of the Town of Hempstead; and

BE IT FURTHER RESOLVED, the bidder's performance bond and insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office with the contract; and

Item #

21

Case #

14759

BE IT FURTHER RESOLVED, that the Comptroller be and he hereby is authorized to accept the sealed letter bid from Genserve, Inc., 100 Newtown Road, Plainview, New York 11803 in the sum of \$4,315.00 (Four Thousand Three Hundred Fifteen Dollars) upon award of contract for a period of one year with the option to renew for two additional one year periods with payments to be made from Department of General Services Account Number 010-001-1490-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

**Adopted:**

**Councilperson**  
moved its adoption:

offered the following resolution and

**RESOLUTION REJECTING ALL BIDS FOR  
LED LIGHTING UPGRADES INSTALLATION PHASE II  
AND LABOR FOR TOWN FACILITIES LOCATED TOWNWIDE  
TOWN OF HEMPSTEAD  
NASSAU COUNTY, NEW YORK  
PW# 8-17.**

**WHEREAS**, the Commissioner of the Department of General Services advertised for bids for LED Lighting Upgrades Installation Phase II and Labor for Town Facilities, Located Townwide, Town of Hempstead, Nassau County, New York PW#8-17; and

**WHEREAS**, the one bid received was substantially in excess of the Town cost estimate for this project; and

**WHEREAS**, it is in the best interest of the Town that the project and estimates be reviewed and revised; and

**WHEREAS**, the Commissioner of the Department of General Services recommends that all bids be rejected and that the project be re-advertised for bids; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that all bids submitted, opened and read for said LED Lighting Upgrades Installation Phase II and Labor for Town Facilities, Located Townwide, Town of Hempstead, Nassau County, New York, PW#8-17, be and are hereby rejected; and, **BE IT 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 # 22  
Case # 8143

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 805-2017 AND ESTABLISHING REVISED FEES FOR FACILITIES AT THE LIDO GOLF COURSE, LIDO BEACH, NEW YORK AND AUTHORIZING THE COMMISSIONER TO SET FEES IN THE FUTURE

WHEREAS, this Town Board adopted Resolution No. 805-2017 on May 23, 2017 which established certain fees pertaining to the use of the facilities at Lido Golf Course; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends that the following revised fees be established for the Lido Golf Course, Lido Beach, New York, 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. 805-2017 be and hereby is rescinded in its entirety;

AND BE IT FURTHER,

RESOLVED, that the following fees (per person) for the Lido Golf Course, Lido Beach, New York be and are hereby established:

9 Holes (Early Bird & Twilight)

	<u>Weekday</u>	<u>Weekends &amp; Holidays</u>
Resident	\$20 & \$21	\$22 & \$23
Long Beach Resident	\$21 & \$22	\$24 & \$25
Non-resident	\$23 & \$24	\$26 & \$27
Motorized Cart (per rider)	\$14.50	\$14.50
Reservations	\$3	\$3

18 Holes (Prime Time & Midday)

	<u>Weekday</u>	<u>Weekends &amp; Holidays</u>
Resident	\$38 & \$27	\$44 & \$29
Long Beach Resident	\$42 & \$32	\$47 & \$34
Non-resident	\$45 & \$35	\$48 & \$37
Motorized Cart (per rider)	\$18.50 & \$14.50	\$18.50 & 14.50
Reservations	\$5 & \$3	\$5 & \$3

Senior/Veteran/Handicap/Aux Pol. /Vol. Fire-Ambulance Discount Available Mondays and Thursdays

9 Holes

Walk	\$16
Ride	\$30.50

18 Holes

Walk	\$27
Ride	\$41.50

Item # 23

Case # 28598

Additional Fees

Non –Refundable Tournament Application Fee	\$300	_____
Tournament Outing Fee Generally	\$90	_____
Tournament Outing Fee for Certain Groups*	\$75	_____
Hand Carts	\$6	_____
Senior Range Balls	\$7	_____
Resident Range Balls	\$8	_____
Golf Clinic Ball Fee	\$4.50	_____

\* Subject to verification of organization status by the Commissioner of the Department of Parks & Recreation, the following organizations will be eligible for the \$75.00 per golfer Tournament Outing Fee:

(I) Charitable Not-For-Profit 501(c) (3) organizations; (II) Police/Firefighter/ First Responder Associations; (III) Veterans Associations; and (IV) nationally recognized service organizations (including, but not limited to, Kiwanis Club, Lions Club, Chambers of Commerce, Rotary Club and Elks)

Rental of Banquet Room

Per Hour Fee: \$100

Refundable Security Deposit \$500; and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to increase or decrease any or all of the above Lido Golf Course fees as a result of changes in the operational and management expenses incurred at the Lido Golf Course and other relevant cost factors or otherwise in his or her discretion.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING THE PROPOSAL OF H2M ARCHITECTS + ENGINEERS TO PROVIDE PROFESSIONAL SERVICES RELATED TO REPLACEMENT OF JERUSALEM AVENUE DISTRIBUTION WATER MAIN, EAST MEADOW WATER DISTRICT, NEW YORK**

WHEREAS, The Town of Hempstead Department of Water maintains an extensive network of water mains throughout its service areas including within the East Meadow Water District; and

WHEREAS, given the age and repeated failures of some sections of these water mains it is necessary from time to time to replace these old failing water mains to increase reliability of the distribution system; and

WHEREAS, it was determined by the Town of Hempstead Department of Water that the services of a consulting firm should be solicited for the purposes of providing an evaluation of the condition, preparing a design report, providing field survey services, designing improvements, preparing bid documents and providing construction inspection services for the replacement of a specified section of the East Meadow Water District distribution system; and

WHEREAS, in response to a request for proposals issued by the Commissioner of the Department of Water on March 31, 2017 and publicly advertised, four proposals were received and reviewed by the Department of Water; and

WHEREAS, H2M Architects + Engineers in a proposal dated May 5, 2017 agrees to perform the required tasks for an amount not to exceed One hundred fifty-three thousand two hundred dollars (\$153,200.00); and

WHEREAS, the Commissioner of the Department of Water has determined that H2M Architects + Engineers is qualified to perform the services outlined in their proposal and deems such services to be necessary and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Water is hereby authorized to accept the proposal of H2M Architects + Engineers with offices at 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville, New York 11747 to perform said consulting services, as well as any other necessary services as submitted in their proposal of May 5, 2017, and

BE IT FURTHER RESOLVED that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payment of fees for such consulting services in accordance with the terms of the aforementioned proposal, such fees to be paid from and charged against the East Meadow Water District Account 8606-507-8606-5010 in the amount of one hundred thirty one thousand six hundred thirty seven dollars and eighty one cents (\$131,637.81), and East Meadow Water District Account 8633-507-8633-5010 in the amount of twenty one thousand five hundred sixty two dollars and nineteen cents (\$21,562.19) for a total amount not to exceed One hundred fifty-three thousand two hundred dollars (\$153,200.00)

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24

Case # 26420

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO EXECUTE  
AN APPLICATION FOR FUNDING FOR BALDWIN PARK  
SHORELINE STABILIZATION**

WHEREAS, pursuant to Resolution No. 1391-2014 adopted October 1, 2014, the Town of Hempstead entered into a subrecipient agreement as subsequently amended with the Housing Trust Fund Recovery and submitted a pre-application report for contemplated projects; and

WHEREAS, funds are now available through the State of New York CDBG- Disaster Recovery Program for Baldwin Park Shoreline Stabilization and

WHEREAS, the State of New York has prepared and presented an application for funding through the above program; and

WHEREAS, it is in the best interest of the Town that the Baldwin Park Shoreline Stabilization be constructed and that this application be made to the State of New York.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the application for funding for Baldwin Park Shoreline Stabilization, prepared on behalf of the State of New York CDBG-Disaster Recovery Program, dated June, 2017; and  
BE IT FURTHER

RESOLVED, that the Supervisor is hereby authorized to execute any additional documents or application amendments related to this application for funding as may be required.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

18675



**Governor's Office of  
Storm Recovery**

**STATE OF NEW YORK  
THE TOWN OF HEMPSTEAD**

**NY STATE  
CDBG-DISASTER RECOVERY PROGRAM**

**APPLICATION FOR FUNDING  
BALDWIN PARK SHORELINE STABILIZATION**

**JUNE 2017**

**PREPARED BY**

**HUNT, GUILLOT, & ASSOCIATES, LLC  
1 BATTERY PARK PLAZA  
28TH FLOOR  
NEW YORK, NEW YORK 10004  
(646) 499-2888**



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### General Description Form

Place a check mark in the appropriate box:  Original Application     Amended Application

<p><b>Applicant Name, Address, and Phone Number:</b></p> <p>Town of Hempstead          One Washington Street          Hempstead, NY 11550          Phone: (516) 812-3484          Fax: (516) 489-0024</p>	<p><b>Project Name:</b></p> <p>Baldwin Park Shoreline Stabilization          IMP.N.019</p> <p><b>Project Address:</b></p> <p>3232 Grand Ave, Baldwin, NY 11510</p>
<p><b>Applicant's Contact Person Name, Address, Phone Number, Email Address, DUNS Number, and SAM CAGE Code Number.</b></p> <p>Douglas L. Tuman, P.E., Esq.          Commissioner          Town of Hempstead          Department of Engineering          350 Front Street          Hempstead, N.Y. 11550-4037          Office: (516) 812-3484          Fax: (516)393-0074  <a href="mailto:dtuman@tohmail.org">dtuman@tohmail.org</a></p> <p>DUNS: 068035872          SAMS CAGE: 5UXN1</p>	<p><b>Name, Address, Phone Number and Email Address of HGA Administrative Consultant: (if applicable)</b></p> <p>Ed Hannum          Subject Matter Expert          HGA          500 Bi-County Blvd., Suite 300          Farmingdale, NY 11735</p> <p>Phone: (631) 465-9370          Email: <a href="mailto:ehannum@hga-llc.com">ehannum@hga-llc.com</a></p> <p><b>Name, Address, Phone Number and Email Address of GOSR Project Manager:</b></p> <p>Casey Ferber          Program Manager          Governor's Office of Storm Recovery          500 Bi-County Blvd., Suite 300, Farmingdale, New York 11735          (516) 391-4426  <a href="mailto:Casey.Ferber@stormrecovery.ny.gov">Casey.Ferber@stormrecovery.ny.gov</a></p>
<p><b>Name, Address, Phone Number and Email Address of Architectural/Engineering Firm:</b></p> <p>Louis Berger          James W. Stroup PE, LEED AP, AVS, ENV SP          412 Mt. Kemble Avenue          Morristown, New Jersey 07962          (973) 407-1408  <a href="mailto:istroup@louisberger.com">istroup@louisberger.com</a></p>	<p><b>National Objective to be Addressed (check one).</b></p> <p><input type="checkbox"/> Activities Benefiting Low/Moderate Income Persons</p> <p><input type="checkbox"/> Prevention/Elimination of Slums or Blight</p> <p><input checked="" type="checkbox"/> Urgent Need</p> <p><input type="checkbox"/> Not Applicable—Planning</p>

Project Funds	Amount	Source and Status of Funds
CDBG-DR	\$4,574,332.00	CDBG-DR
Local Funds	\$0.00	
Private Funds	\$0.00	
Other State Funds	\$0.00	
Federal Funds (non-CDBG-DR)	\$0.00	
Other Funds	\$0.00	
<b>TOTAL FUNDS</b>	<b>\$4,574,332.00</b>	<b>CDBG-DR</b>
<b>Signature (Authorizing Official) and Date Signed</b>		<b>Typed Name/Title (Authorizing Official)</b>
		Anthony J. Santino Town of Hempstead Supervisor

The cost estimate in this application is greater than the cost estimate in the pre-application due to the inclusion of project delivery and project administration costs.

**APPROVED**  
By [Signature] Date 8/22/17  
[Signature] 8/22/17  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

Approved: [Signature]  
Theresa E. [Signature]  
Executive Director  
8/23/17

**Douglas L. Tuman, P.E., Esq.**  
[Signature]  
Commissioner  
Department of Engineering

**Approved: (As to form and/or content)**  
[Signature]  
Jeffrey M. Tierney  
Deputy Commissioner  
Department of Engineering  
Dated: 8-17-17

**APPROVED**  
[Signature]  
**DIRECTOR OF PURCHASING** 8/18/17  
DEPUTY TOWN COMPTROLLER

**APPROVED AS TO FORM**  
[Signature]  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 8/18/17

SUPPLEMENTAL INFORMATION

Project Name: Baldwin Park Shoreline Stabilization

1. Identify the name, telephone and District # of the State Senator(s) representing your jurisdiction:

<b>Name:</b>	<b>Senate District #:</b>
<u>NYS Senator John E Brooks</u>	<u>District No. 8</u>
<u>NYS Senator Todd Kaminsky</u>	<u>District No. 9</u>

2. Identify the name, telephone number, and District # of the State Representative(s) representing your jurisdiction:

<b>Name:</b>	<b>Representative District #:</b>
<u>Assemblymember Brian Curran</u>	<u>District No. 21</u>

3. Identify the U.S. Congressperson representing your jurisdiction and congressional district number.

<b>Name:</b>	<b>Congressional District #:</b>
<u>U.S. Senator Charles Schumer</u>	<u>New York State</u>
<u>U.S. Senator Kirsten Gillibrand</u>	<u>New York State</u>
<u>Representative Kathleen Rice</u>	<u>District No. 4</u>

4. Identify the members of your jurisdiction's governing authority.

<b>Name:</b>	<b>Member District #:</b>
<u>Nassau County Executive Edward P. Mangano</u>	<u>Nassau County</u>
<u>Nassau County Legislature Laura Curran</u>	<u>District No. 5</u>
<u>Town of Hempstead Supervisor Anthony J. Santino</u>	<u>Town of Hempstead</u>
<u>Councilmember Dorothy L. Goosby</u>	<u>District No. 1</u>
<u>Councilmember Anthony P. D'Esposito</u>	<u>District No. 4</u>
<u>Councilmember Erin King Sweeney</u>	<u>District No. 5</u>

5. Target Area Census Tract(s): 412900, 413500, 413600, 413700, 413803, 413804

6. Indicate by means of an "x" as to whether the proposed project will involve a community-wide benefit or a target area(s) and enter the zip code of the project. If a target area is involved, enter the name(s) and zip code of the target area(s).

Community-wide (Zip Code: 11510)       Target Area(s)

Name and Zip Code of Target Area: \_\_\_\_\_  
 Name and Zip Code of Target Area: \_\_\_\_\_  
 Name and Zip Code of Target Area: \_\_\_\_\_

Community-wide projects should use the zip code of the location of city hall. Target-area projects should use the zip code of the target area where the majority of the construction funds will be spent (for each target

area). If the target area(s) does not have a name, please provide a brief geographical description of the area such as "western portion of the city."

7. Provide Lat/Long for the Project Location at or near the geographical center:  
Latitude: 40.625800 Longitude: -73.602630

This corresponds to the approximate project center.

8. How many other projects funded with CDBG-DR funds relate to the project: 0

9. Does the project relate to any other project GOSR should be aware? No

10. Does the project encompass multiple counties: Yes X No

11. If the proposed project is a "covered project," please provide a narrative describing the "Resilience Performance Standards" to be used in the design/implementation of the project below.

Not Applicable

12. If the proposed project is a "covered project," please provide a narrative describing the "Green Infrastructure Project Activities" to be used in the design/implementation of the project below. For the purpose of completing this section, green infrastructure is defined as the integration of natural systems and processes, or engineered systems that mimic natural systems and processes, into investments in resilient infrastructure. "Green Infrastructure" takes advantage of the services and natural defenses provided by land and water systems such as wetlands, natural areas, vegetation, sand dunes, and forests, while contributing to the health and quality of life of those in recovering communities.

Not Applicable

13. If the proposed project is a "covered project," please provide a narrative describing the "Transparent and Inclusive Decision Processes" undertaken in selection of the proposed project. Include accessible public hearings and other processes to advance the engagement of vulnerable populations.

Not Applicable

14. If the proposed project is a "covered project," please provide a narrative describing the "Long Term Efficacy and Fiscal Sustainability" plans to monitor and evaluate efficacy and sustainability, including how it will reflect changing environmental conditions (such as sea level rise or development patterns) with risk management tools, and/or alternate funding sources, if necessary.

Not Applicable

15. If the proposed project is a "covered project," please provide a narrative describing how the project will align with the commitment expressed in the President's Climate Action Plan to "identify and evaluate additional approaches to improve our natural defenses against extreme weather, protect biodiversity, and conserve natural resources in the face of changing climate..."

Not Applicable

16. Has an amendment to the Action Plan to include this project been submitted to HUD?  
 Yes;  No;

17. What is the status of the amendment request? Provide a narrative describing the status of the amendment request. (Include date of submission, date of approval, any requests for additional information, and current status)

Not Applicable

18. Is this project receiving FEMA Public Assistance funding:  Yes  No

19. Is this project receiving FEMA Public Assistance 406 Hazard Mitigation funds:  
 Yes  No

Please provide the FEMA Project Worksheet number(s) for this project application: \_\_\_\_\_  
(The FEMA project work sheet number should include the FEMA disaster declaration number in the first four (4) digits and the project worksheet number in the last five (5) digits. A Hurricane Sandy related project with the project worksheet "567" would be entered as "4085-00567")

20. Is this project receiving FEMA Section 404 Hazard Mitigation funds:  
 Yes  No

21. Is this project receiving any Army Corps of Engineers funding:  
 Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

22. Is this project receiving any Environmental Protection Agency funds:  
 Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

23. Is this project receiving any Department of Energy funds:  
 Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

24. Is this project receiving any Department of Transportation funds:  
 Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

25. Is this project receiving any Department of the Interior fund:  
 Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

**BUDGET/COST SUMMARY FORM**

**PROJECT NAME:**

<b>(A) Costs by Activity</b>	<b>(B) CDBG-DR</b>	<b>(C) Other</b>	<b>(D) Total</b>	<b>(E) Source</b>
1. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	
2. Public Facilities and Improvements	\$4,158,484.00	\$0.00	\$4,158,484.00	CDBG-DR
3. Rehabilitation Loans and Grants (Hook-ups)	\$0.00	\$0.00	\$0.00	
4. Clearance Activities	\$0.00	\$0.00	\$0.00	
5. Public Services	\$0.00	\$0.00	\$0.00	
6. Other (identify) - Planning	\$0.00	\$0.00	\$0.00	
7. Project Delivery Costs	\$415,848.00	\$0.00	\$415,848.00	CDBG-DR
8. Administration	\$0.00	\$0.00	\$0.00	
<b>TOTAL</b>	<b>*\$4,574,332.00</b>	<b>\$0.00</b>	<b>\$4,574,332.00</b>	

Architectural/Engineering (A/E) costs must be included in one of the activity costs above.

**HUD Matrix Code:** (Can be found at <http://www.hud.gov/offices/cpd/systems/ids/cdbg/Matrix%20Code%20Definitions.pdf> )

HUD Matrix Code 03F – Parks and Recreational Facilities

HUD Matrix Code 03I – Flood Drainage Improvements

*\* This application reflects a budget increase of \$774,332.00 from the pre-application due to a request for project delivery costs*

CDBG-DR PROGRAM TIME SCHEDULE						APPLICANT NAME: Town of Hempstead						
	Apr-Jun 2016	Jul-Sep 2016	Oct-Dec 2016	Jan-Mar 2017	Apr-Jun 2017	Jul-Sep 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-Jun 2018	Jul-Sep 2018	Oct-Dec 2018	Jan-Mar 2019
MILESTONES	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8	Quarter 9	Quarter 10	Quarter 11	Quarter 12
<b>Public Facilities and Improvements:</b>												
DASN :												
a. Engineering-Design (30%)	→											
<b>Town of Hempstead:</b>												
a. Subrecipient Transition					→							
b. Environmental Review						→						
c. Engineering-Design						→						
d. Bidding/Award												
e. Construction								→				
f. Closeout												

Provide the following dates:  
\*Required

\*ERR Complete Date: 12/1/2017  
\*Project Start Date: 5/10/2016  
\*Project End Date: 6/30/2018

Acquisition/Closing: N/A  
Design Complete: 10/31/2017



## ACTIVITY BENEFICIARY FORM

Community-Wide  
  Target Area  
  Limited-Clientele  
 Combined

**Project:**  
 Baldwin Park Shoreline Stabilization

List name of each activity excluding Admin & Acquisition:	1) Public Facilities and Improvements		2)		3)	
	#	%	#	%	#	%
<b>Persons (total):</b>	32,405					
Total LMI Income:	9,475	29.24%				
Low Income:	4,740	14.63%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						
Moderate Income:	4,735	14.61%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						
Medium Income:	6,705	20.69%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						

Race and Ethnicity	Percent (%)	Percent (%)	Percent (%)
White:	53.0%		
Black or African American:	31.8%		
American Indian or Alaskan Native:	0.3%		
Asian:	4.3%		
Native Hawaiian or Other Pacific Islander:	0.0%		
Other:	10.6%		
Hispanic or Latino	17.9%		

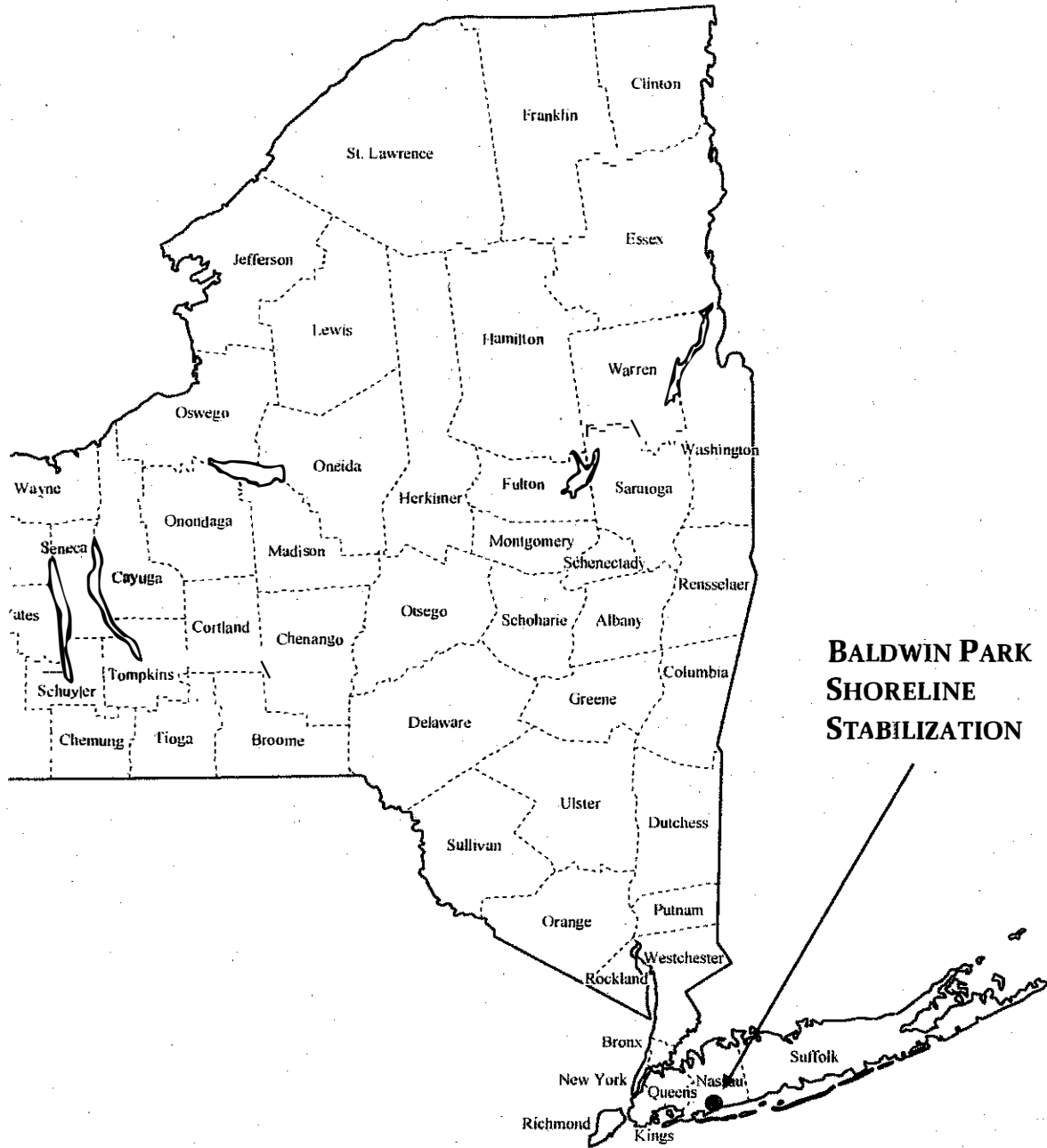
**Data Sources:**

Low and moderate income persons for area benefit activities were determined using the 2006-2010 American Community Survey.

Percentages for race and ethnicity for area benefit activities were determined using the Census 2010 SF-1 100% data, Tables P3-Race, and P4-Hispanic or Latino Origin.

# Vicinity Map

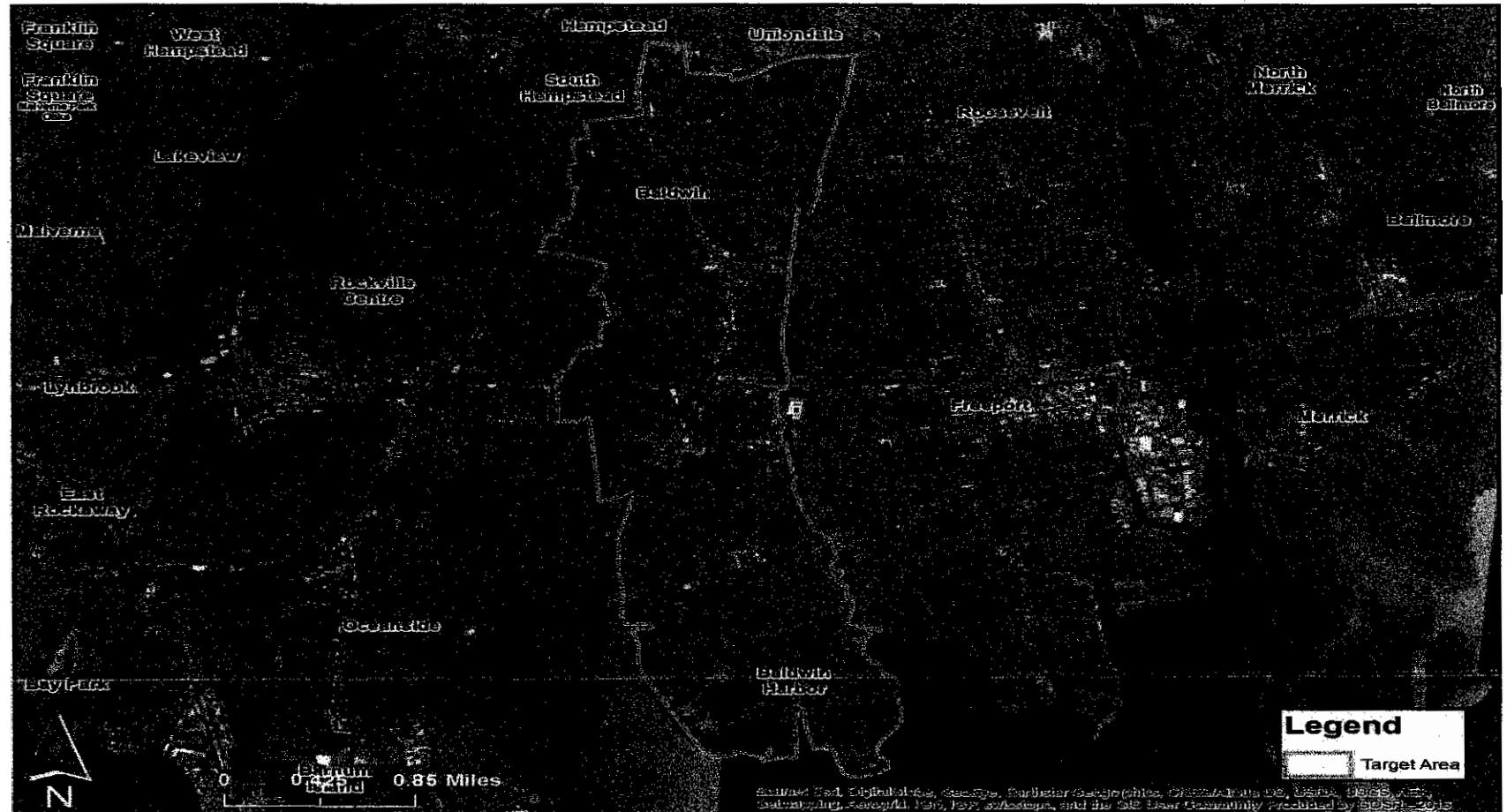
**Project Name:** Baldwin Park Shoreline Stabilization<sup>1</sup>



<sup>1</sup> Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, Getmapping, Aerogrid, IGN, IGP and the GIS User Community.

# Target Area Map

**Project Name:** Baldwin Park Shoreline Stabilization<sup>2</sup>



<sup>2</sup> Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, Getmapping, Aerogrid, IGN, IGP and the GIS User Community.

# Project Site Map

Project Name: Baldwin Park Shoreline Stabilization



## **Project Description**

### **Comprehensive Description:**

This project will use CDBG-DR funding for the design and construction of improvements along the eastern waterfront area within Baldwin Park. This park area is vulnerable to soil erosion which causes the shoreline to collapse due to lack of protection. Hurricane Irene and Superstorm Sandy caused further collapse and failure of the deteriorated bulkhead protecting this area. During and following the storms, erosion has continued, causing loss of urban parkland, and resulting in sedimentation in the navigable waterways surrounding the park. This proposed project will be implemented to protect and provide for rehabilitation of this important community asset which will prevent further damage to the shoreline and navigable waterways. Proposed protective measures to the park area include replacing the failing bulkhead, and restoring areas behind the bulkhead as an esplanade (a long, open, level area, typically beside the water, along which people may walk for pleasure). It will also protect navigability in the surrounding waterways, including a canal which extends along the east side of the park and north into an extensive residential area.

The shoreline protection measures for the Baldwin Park property will entail the design and construction of a combination of structural and natural features and the improvement and integration of the esplanade into a bulkhead along the canal (Parsonage Cove) and Middle Bay. Some previously bulkheaded shoreline may be refit with living shoreline stabilization. No shoreline stabilization or structural elements are proposed along the western perimeter of the project site, which is protected by an extensive, seaward extending wetland and marsh area. The recreational area may involve the creation of permanent waterfront landing facility for non-motorized equipment, including kayaks and canoes, along the South Shore Blueway Trail, such that Blueway users can come ashore to enjoy the park. The Blueway Trail is a network of access points for non-motorized watercraft which enable people to experience the natural, scenic, and cultural opportunities of Long Island's South Shore.

The Dormitory Authority of the State of New York (DASNY) was initially selected to be the subrecipient for this project. DASNY entered into a Work Authorization agreement with an A/E consultant to complete design up to the 30% milestone. After the submission of the 30% design deliverable, the Town of Hempstead informed GOSR of its willingness, desire and capacity to complete the project, citing cost and time savings the Town felt it could accrue by assuming project delivery responsibility. GOSR selected the Town of Hempstead as the new subrecipient (See Subrecipient Change Memorandum for further detail).

The Town of Hempstead will complete the design started by DASNY and its consultant, and then construct the proposed improvements. The Town intends to complete the design in-house using force account labor and will be submitting documentation to justify this approach. The Town may also elect to use force account labor for components of the construction process.

The Project Budget on page 17 provides a breakdown of costs between DASNY and the Town of Hempstead.

**Project Context:**

This is a separate project and does not rely on any other project that would trigger CDBG-DR requirements.

**Beneficiaries/Public Benefit/Target Area:**

The Baldwin Park Shoreline Stabilization project would benefit the NYRCR Baldwin Community. The benefits to the residents include:

- **Risk Reduction and Resiliency Benefits:** This project would help protect a key community natural and cultural asset, Baldwin Park, from future flood risk and erosion and reduce the need for recovery resources following a major storm event. Adjacent navigable waterways, including the canal, will be protected from sedimentation resulting from erosion of the park shoreline. In addition, with proper design and maintenance, the park's stabilized shorelines and re-established landscape vegetation can attenuate wave energy and thereby reduce the risk of flood damage to neighborhoods, including Baldwin Middle School to the north.
- **Economic Benefits:** The reconstruction of Baldwin Park could spur economic development by attracting residents to a currently neglected waterfront area.
- **Health and Social Benefits:** The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is periodically prepared by the NYS Office of Parks, Recreation and Historic Preservation (OPHRP) to provide statewide policy direction on its recreation and preservation mandate. It is used to guide the allocation of State and Federal funds for recreation and open space projects and provides guidance for the allocation of municipal funds to local areas and facilities with the greatest needs. According to the Plan, improvements to the Town of Hempstead owned Baldwin Park can improve parks and recreation opportunities by increasing day-use recreation opportunities, which can be accommodated at the Baldwin Park. In addition, the Plan identified the government the creation of additional public access to water resources and government increase in spending for the development of recreation facilities as a primary area of concern. This project would address these issues. The restoration of this facility would also improve opportunities for social cohesion and recreation for residents which would build stronger ties within the community
- **Environmental Benefits:** Proposed shoreline stabilization measures will improve the resilience of the shoreline, and potentially restore or expand existing ecosystems, by reducing wind and wave erosion. Sedimentation of the cove and canal will be abated. Direct discharge of terrestrial runoff, contaminants and sediments, through the failing bulkhead, to the surrounding waterways, will be mitigated. Some previously bulkheaded shoreline will be refit with living shoreline stabilization.

**Recovery Rationale:**

This project involves the use of CDBG-DR funding to stabilize the eastern shoreline of Baldwin Park. A secondary project component involves creating an esplanade area behind the stabilized shoreline and providing passive recreational amenities to encourage public access to the waterfront.

The Baldwin Park Shoreline Stabilization Project directly addresses the impacts of Superstorm Sandy and Hurricane Irene. Baldwin Park and the surrounding area suffered significant damage from both storms. During Sandy, a 10 foot storm surge at high tide inundated waterfront and upland neighborhoods that lie between 5 and 10 feet above sea level, causing extensive damage. Irene's heavy rain and winds also caused flooding and property damage. Both storms were related to shoreline erosion and damage along the eastern shoreline of Baldwin Park which was not adequately protected by the existing, failing bulkheads and other structures. Extensive damage to the bulkheads and park properties situated behind them occurred during and following the storms. Subsequent to Sandy, the cove and canal adjacent to the park have continued to fill with terrestrial sediments eroding from behind the bulkhead, compromising navigation. Destabilized land behind the bulkhead is currently unsuitable for reestablishing recreational uses. Without intervention, the Park's shoreline will continue to erode/recede, further reducing the park's value and availability as an amenity to the community, and negatively impacting the adjacent navigable waters. This project will directly address these issues by restoring and stabilizing the shoreline. This in turn will work to protect upland park and community assets from flooding and erosion during future storm events. The project will also ensure that maintenance dredging in the canal may be undertaken, as needed to maintain navigability, without threat of reoccurrence of sedimentation and siltation during future storm events.

The proposed esplanade and kayak access, to be accommodated by the project, will restore and encourage a community presence and use in this important shoreline, urban park setting. The area, currently blighted by vegetation overgrowth, failed bulkheads, and exposed previously-buried infrastructure, will be restored and will see a dramatic increase in use and enjoyment by the community.

This project is critical to the community's long-term recovery from Hurricane Irene and superstorm Sandy, and its increased resiliency in the future. By protecting park and inland assets from flooding, maintaining cove and canal navigability, and reestablishing community use and presence at the site, this project will be instrumental in the overall recovery of this community.

**Description of Construction Involved:**

It is anticipated that construction will include replacing bulkheads, strategic implementation of storm protection measures including living shoreline along the southeast portion of the shoreline, grading and planting to stabilize disturbed areas behind the shoreline structures, provision of a linear feature behind the shoreline structures to accommodate hiking, and possible construction of a permanent waterfront landing area for canoe/kayak users along the Blueway.

Canal and/or cove navigational dredging is not a part of this project, although these activities would become feasible, if necessary, subsequent to completion of this project. Limited, incidental dredging to allow construction of new bulkhead and/or other stabilization structures may be required.

An environmental review identifying impacts and mitigation is required. The level of any environmental review will be determined by the Governor's Office of Storm Recovery (GOSR), and the environmental review will be conducted and managed by GOSR, as NEPA/SEQRA Lead Agency. Engineering plans and an environmental assessment will be submitted to regulatory agencies for review and permit approval in accordance with federal and state regulations, as required.

**Responsibility for Operations and Maintenance:**

The Town of Hempstead will be responsible for Operations and Maintenance.

**Description of Acquisition Involved:**

There is no anticipated acquisition required for the project. If, during the engineering design of the project, it is determined that additional property is needed, the subrecipient will comply with the Uniform Relocation and Assistance Act in the acquisition of property or rights-of-way.

**Mitigation Plan:**

The project engineer will identify the best measures to achieve shoreline stabilization in consultation with the New York State Department of Environmental Conservation, as the permitting agency, the Town of Hempstead, and the Governor's Office of Storm Recovery.

Improvements and upgrades will be designed for resilience in the face of sea level rise, and increasing frequency and duration of extreme weather events. The project goal is to improve the Park's natural and engineered storm water management and flood control systems to build resilience against future flooding.

The project will be designed and constructed to minimize damage to existing facilities and will enhance the community's storm resiliency and recovery in the event of future floods and hurricanes.

**CDBG-DR Eligibility:**

The Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2, approved January 29, 2013) (Appropriations Act) makes available \$16,000,000,000 in Community Development Block Grant (CDBG) funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013.

The project is a CDBG-DR eligible activity pursuant to Section 105(a)(2), Public Facilities and Improvements, of the Housing and Community Development Act (HCDA) which includes, the acquisition, construction, reconstruction, or installation (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements<sup>3</sup>.

HUD Matrix Code 03F – Parks and Recreational Facilities  
HUD Matrix Code 03I – Flood Drainage Improvements

**CDBG-DR National Objective:**

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<sup>3</sup> HDCA SECTION 105(A), ELIGIBLE ACTIVITIES FOR STATES



The national objective for this project is *urgent need*.

Pursuant to 24 CFR 570.483(d), activities under this project are “designed to meet community needs having a particular urgency,” thus qualifying the project under the national objective of *urgent need*. As noted in the relevant HUD guidance, to comply with this national objective, an activity must be designed to alleviate existing conditions, which the local government certifies and the state determines:

- Pose a serious and immediate threat to the health or welfare of the community;
- Are of recent origin or recently became urgent;
- The community is unable to finance the activity on its own; and
- Other sources of funding are not available to carry out the activity.

Pursuant to FR-5696-N-01, HUD waived the certification requirements for this national objective for CDBG-DR funding. Instead, each grantee receiving an award under the Notice must document how all programs and/or activities funded under the *urgent need* national objective responds to a disaster-related impact. “Grantees must reference in their action plan the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing.”<sup>4</sup>

The *Baldwin NY Rising Community Reconstruction (March 2014)*<sup>5</sup> demonstrates that the project/activity meets the CDBG-DR national objective of urgent need.

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<sup>4</sup> Federal Register, Vol. 78, No. 43 issued Tuesday, March 5, 2013.

<sup>5</sup> This project is based on the following project profile(s) from the Baldwin NYRCR Plan (March 2014): Baldwin Park Water Promenade. pg. 93 – 94.

**ARCHITECT/ENGINEER'S COST ESTIMATE**

Estimated Number of Parcels to be Acquired: Not Applicable

Anticipated Approvals/Permits to be Acquired: Not Applicable

**PROJECT BUDGET**

<b>BALDWIN PARK SHORELINE STABILIZATION</b>	
DASNY Design up to 30%	\$139,885.53
DASNY Project Delivery	\$58,000.00
<b>Total DASNY Expenditure</b>	<b>\$197,885.53</b>
Town of Hempstead Design and Construction	\$4,018,598.47
Town of Hempstead Project Delivery Costs	\$357,848.00
<b>Total Town of Hempstead Project Budget</b>	<b>\$4,376,446.47</b>
<b>Total Project Cost</b>	<b>\$4,574,332.00</b>

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 8/31/2009)

**Instructions** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

**Applicant/Recipient Information** Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Town of Hempstead One Washington Street Hempstead, NY 11550 Phone: (516) 812-3484	2. Social Security Number or Employer ID Number:  [REDACTED]
3. HUD Program Name Community Development Block Grant – Disaster Recovery Program	4. Amount of HUD Assistance Requested/Received \$4,574,332.00
5. State the name and location (street address, City and State) of the project or activity: Baldwin Park, Baldwin, Nassau County, NY	

APPROVED  
Date: 8/21/07  
By: AD

KEVIN R. CONROY CPA  
TOWN OF HEMPSTEAD

## Part I Threshold Determinations

- |   |   |
|---|---|
| <p>1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).<br/><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> | <p>2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9<br/><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> |
|---|---|

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

**APPROVED**

## Part III Interested Parties.

You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

*Alvin A. Lopez 8/21/07*  
**DIRECTOR OF PURCHASING**  
DEPUTY TOWN COMPTROLLER

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
LOUIS BERGER	22-2983042	Engineering	\$139,885.53 (3.06%)

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy)
-----------------	--------------------

Anthony J. Santino, Supervisor, Town of Hempstead

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

*Douglas L. Tuman*  
Commissioner

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**Department of Engineering**

# Appendices

**Appendix A**  
**Duplication of Benefits Certification**



**Governor's Office of Storm Recovery**

**ANDREW M. CUOMO**  
Governor

**LISA BOVA-HIATT**  
Executive Director

**NY Rising Community Reconstruction Program**  
**DUPLICATION OF BENEFITS QUESTIONNAIRE**

**Program Participant:** Town of Hempstead

**Project Name:** Baldwin Park Shoreline Stabilization

Federal regulations require a duplication of benefits (DOB) analysis for projects receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) support to ensure that the Program Participant does not receive more funds for a project than are needed. The Program Participant must report all assistance they have received for a project from such sources as insurance, Small Business Administration (SBA), Federal Emergency Management Agency (FEMA), and other local, State, or Federal programs, and private or nonprofit charitable organizations. Any funds received from these sources for this project must be considered when the amount of the CDBG-DR grant is determined. While inclusion in a long-term capital plan does not constitute a DOB, if a project has been included in the Program Participant's annual budget, it may be considered a DOB. CDBG-DR is a funding source of last resort, and should funds become available for a project in the future such that some or all of the CDBG-DR funds budgeted for the project would constitute a duplication of benefits, those CDBG-DR funds will be disallowed or, if outlaid, must be returned to the Governor's Office of Storm Recovery (GOSR). Please consult with GOSR staff if you have any questions regarding whether a potential DOB exists. Please use the chart below to describe funds the Program Participant has received and/or committed for the project.

**FUNDS RECEIVED OR BUDGETED FOR THE PROJECT**

<b>SOURCE OF FUNDS</b>	<b>Amount received for the project</b>	<b>Additional funds expected</b>
FEMA	0	0
Other Federal Agencies (Describe)	0	0
State Agencies	0	0
Budgeted Program Participant Funds (Annual Budget)	0	0

SOURCE OF FUNDS	Amount received for the project	Additional funds expected
Private Insurance	0	0
National Flood Insurance	0	0
Nonprofit Organizations (Describe)	0	0
Other Funds (Describe)	0	0
TOTAL	0	0

APPROVED AS TO FORM  
 Charles O. Hume  
 SENIOR DEPUTY TOWN COMPTROLLER  
 8/18/17

**Documents Needed:**

Along with this form, please provide documents that show the amounts received for the project from each source listed above. Note: All documents, including Program Participant budgets, must be retained and produced for review at the request of GOSR or HUD.

**CERTIFICATION:**

I certify that the information provided in this questionnaire is true and accurate to the best of my ability. I understand that if this information is not correct, it may affect the amount of any grant I may receive or may lead to the recapture of disbursed funds by GOSR and/or HUD.

\_\_\_\_\_  
 Town of Hempstead  
 Program Participant

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

\_\_\_\_\_  
 Signature of Authorized Certifying Official

*[Signature]*  
 Commissioner  
 Department of Engineering

APPROVED

\_\_\_\_\_  
 Printed Name of Authorized Certifying Official

By JD Date 8/18/17

\_\_\_\_\_  
 Date

KEVIN R. CONROY, CPA  
 TOWN COMPTROLLER

**WARNING:** The information provided on this form is subject to verification by the State of New York and the Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

Approved: (As to form and/or content)

APPROVED  
*[Signature]*  
 DIRECTOR OF PURCHASING  
 DEPUTY TOWN COMPTROLLER  
 8/18/17

*[Signature]*  
 Jeffrey M. Tierney  
 Deputy Commissioner  
 Department of Engineering

Date: 8/17/17

**Governor's Office of Storm Recovery  
 NY Rising Community Reconstruction Program  
 Duplication of Benefits**

**Subrecipient:** Town of Hempstead

**Project Name:** Baldwin Park Shoreline Stabilization

**Calculation of CDBG-DR Award**

1.	Identify Subrecipient's total need prior to any assistance (e.g., reconstruction cost estimate)	
2.	Identify all potentially duplicative assistance: a. Insurance b. FEMA Public Assistance funds for Permanent Work c. Other _____	
	Subtotal	
3.	Deduct assistance determined to be duplicative	
4.	Maximum Eligible Award (Item 1 less Item 3)	
5.	Program Cap (if applicable)	
6.	CDBG-DR Award (lesser of Items 4 and 5)	
<b>Preparer's Signature:</b>		<b>Date:</b>



**Appendix B:**

**Proof of Publication of Public Notice Requesting Public  
Comment on Submission of Application for Funding**

**Record of Public Comments**

**Public Notice**

**New York State CDBG-DR Application Available for Review**

The [Subrecipient] announces that it intends to submit an application for New York State Community Development Block Grant-Disaster Recovery (CDBG-DR) Program funds on or about [REDACTED] for the following project:

**[Name of Project]**

Activity: The [Subrecipient] is requesting Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to [SHORT DESCRIPTION OF PROJECT].

Objective: The project will [SHORT DESCRIPTION OF PROJECT OBJECTIVES].

Location: [LOCATION, CITY, STATE]

Amount: \$X,XXX,XXX.XX for Design, Construction and Project Delivery costs.

A copy of the application will be available for review at [FULL ADDRESS WHERE APPLICATION MAY BE REVIEWED] during normal business hours.

All citizens, particularly persons of low- and moderate-income and residents of blighted areas, as well as those affected by the project are encouraged to submit their comments, views and proposals by [REDACTED] (this date must allow for a review period of a minimum of seven days prior to application submittal) to the Town at the following address:

**ATTN: [REDACTED]  
[FULL ADDRESS WHERE APPLICATION MAY BE REVIEWED]**

Additional information regarding the availability and use of CDBG-DR funds is available upon request.

**Proof of Publication of Public Notice Requesting Public Comment  
on Submission of Application for Funding**

The Application was advertised From **XX/XX/2017** – **YY/YY/2017** in the following publications:

- Publication 1
- Publication 2

The following comments were received by **[subrecipient]**:

- 1) Comment
- 2) Comment
- 3) Comment
- 4) Comment

**Appendix C:**  
**LMI Calculation**  
**to Support Activity Beneficiary Form**

Baldwin Park Shoreline Stabilization

LMI Calculation

LMI Calculation								
COUNTY NAME	GEOID	TRACT	BLKGRP	LOWMOD UNIV	LMI	MOD	LOW	MEDIUM
Nassau County	360594129001	412900	1	760	165	10	155	125
Nassau County	360594135001	413500	1	855	225	195	30	300
Nassau County	360594136001	413600	1	1130	385	190	195	285
Nassau County	360594137001	413700	1	650	135	65	70	90
Nassau County	360594138031	413803	1	1460	500	500	0	95
Nassau County	360594138041	413804	1	1520	135	65	70	215
Nassau County	360594129002	412900	2	1730	345	120	225	490
Nassau County	360594135002	413500	2	800	180	65	115	215
Nassau County	360594136002	413600	2	1065	595	345	250	145
Nassau County	360594137002	413700	2	630	175	90	85	275
Nassau County	360594138032	413803	2	665	370	240	130	270
Nassau County	360594138042	413804	2	1195	375	205	170	230
Nassau County	360594129003	412900	3	1780	425	275	150	335
Nassau County	360594135003	413500	3	1170	470	430	40	135
Nassau County	360594136003	413600	3	775	410	105	305	125
Nassau County	360594137003	413700	3	1595	530	380	150	300
Nassau County	360594138033	413803	3	1510	310	55	255	345
Nassau County	360594138043	413804	3	1700	830	35	795	495
Nassau County	360594129004	412900	4	1415	120	110	10	525
Nassau County	360594135004	413500	4	1615	335	15	320	185
Nassau County	360594136004	413600	4	1570	235	110	125	480
Nassau County	360594137004	413700	4	1305	865	490	375	50
Nassau County	360594138034	413803	4	640	145	100	45	90
Nassau County	360594135005	413500	5	1030	175	85	90	225
Nassau County	360594136005	413600	5	1240	385	260	125	260
Nassau County	360594137005	413700	5	1350	250	160	90	210
Nassau County	360594135006	413500	6	1250	405	35	370	210
<b>Total Population: 32,405</b>				32,405	9,475	4,735	4,740	6,705
<b>Total LMI: 9,735</b>								
<b>Total Percentage: 29.2%</b>								
					29.2%	14.61%	14.63%	20.69%
					LMI	MOD	LOW	MEDIUM
<b>White: 53.0%</b>								
<b>Black or African American: 31.8%</b>								
<b>American Indian or Alaskan Native: 0.3%</b>								
<b>Asian: 4.3%</b>								
<b>Native Hawaiian or Pacific Islander: 0.0%</b>								
<b>Other: 10.6%</b>								
<b>Hispanic or Latino: 17.9%</b>								

Data Sources:

Low-and moderate-income persons for area benefit activities were determined using the 2006-2010 American Community Survey.

Percentages for race and ethnicity for area benefit activities were determined using the Census 2010 SF-1 100% data, Tables P3-Race and P4-Hispanic or Latino Origin.

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO EXECUTE  
AN APPLICATION FOR FUNDING FOR SOUTH VALLEY STREAM  
STORMWATER INFRASTRUCTURE UPGRADES**

WHEREAS, pursuant to Resolution No. 1391-2014 adopted October 1, 2014, the Town of Hempstead entered into a subrecipient agreement as subsequently amended with the Housing Trust Fund Recovery and submitted a pre-application report for contemplated projects; and

WHEREAS, funds are now available through the State of New York CDBG- Disaster Recovery Program for South Valley Stream Stormwater Infrastructure Upgrades and

WHEREAS, the State of New York has prepared and presented an application for funding through the above program; and

WHEREAS, it is in the best interest of the Town that the South Valley Stream Stormwater Infrastructure Upgrades be constructed and that this application be made to the State of New York.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the application for funding for South Valley Stream Stormwater Infrastructure Upgrades, prepared on behalf of the State of New York CDBG-Disaster Recovery Program, dated July, 2017 and BE IT FURTHER

RESOLVED, that the Supervisor is hereby authorized to execute any additional documents or application amendments related to this application for funding as may be required.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 26

Case # 18675





**Governor's Office of  
Storm Recovery**

**STATE OF NEW YORK  
TOWN OF HEMPSTEAD**

**NY STATE  
CDBG-DISASTER RECOVERY PROGRAM**

**APPLICATION FOR FUNDING  
SOUTH VALLEY STREAM STORMWATER INFRASTRUCTURE UPGRADES**

**JULY 2017**

**PREPARED BY**

**HUNT, GUILLOT, & ASSOCIATES, LLC  
1 BATTERY PARK PLAZA  
28TH FLOOR  
NEW YORK, NEW YORK 10004  
(646) 499-2888**

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### General Description Form

Place a check mark in the appropriate box:  Original Application     Amended Application

<b>Applicant Name, Address, and Phone Number:</b>  Town of Hempstead One Washington Street Hempstead, NY 11550  Phone: (516) 489-5000 Fax: (516) 431-1389	<b>Project Name:</b>  IMP.N.043 – South Valley Stream Stormwater Infrastructure Upgrades  <b>Project Address:</b>  South Valley Stream, Nassau County, NY	
<b>Applicant's Contact Person Name, Address, Phone Number, Email Address, DUNS Number, and SAM CAGE Code Number.</b>  Doug Tuman P.E. Esq. Town of Hempstead Commissioner of Engineering Hempstead Town Hall 1 Washington Street Hempstead, NY 11550  Phone: 516-538-8500 Email: <a href="mailto:dtuman@tohmail.org">dtuman@tohmail.org</a>  DUNS: 068035872 SAMS CAGE: 5UXN1	<b>Name, Address, Phone Number and Email Address of HGA Administrative Consultant: (if applicable)</b>  Sandra Maxwell Senior Grant Manager NY Rising Community Reconstruction Program 500 Bi-County Blvd, Suite 300 Farmingdale, NY 11735 (404) 964-2935 <a href="mailto:smaxwell@hga-llc.com">smaxwell@hga-llc.com</a>  <b>Name, Address, Phone Number and Email Address of GOSR Project Manager:</b>  Ivana Harrington, MA Econ. Senior Program Manager, Community Reconstruction Governor's Office of Storm Recovery 500 Bi-County Boulevard, Suite 300 Farmingdale NY 11735 (516) 391-4465 <a href="mailto:Ivana.Harrington@stormrecovery.ny.gov">Ivana.Harrington@stormrecovery.ny.gov</a>	
<b>Name, Address, Phone Number and Email Address of Architectural/Engineering Firm:</b>	<b>National Objective to be Addressed (check one).</b>  <input type="checkbox"/> Activities Benefiting Low/Moderate Income Persons <input type="checkbox"/> Prevention/Elimination of Slums or Blight <input checked="" type="checkbox"/> Urgent Need <input type="checkbox"/> Not Applicable—Planning	
<b>Project Funds</b>	<b>Amount</b>	<b>Source and Status of Funds</b>


CDBG-DR	\$2,300,000.00	CDBG-DR
Local Funds	\$0.00	
Private Funds	\$0.00	
Other State Funds	\$0.00	
Federal Funds (non-CDBG-DR)	\$0.00	
Other Funds	\$0.00	
TOTAL FUNDS	\$2,300,000.00	CDBG-DR
Signature (Authorizing Official) and Date Signed	Typed Name/Title (Authorizing Official) Anthony J. Santino, Town Supervisor	

Approved: (As to form and/or content)

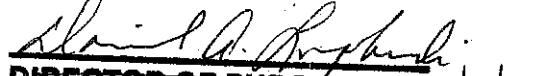


**Jeffrey M. Tierney**  
Deputy Commissioner  
Department of Engineering  
Dated: 8-17-17


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

  
**Commissioner**  
Department of Engineering

APPROVED

  
**DIRECTOR OF PURCHASING** 8/18/17  
DEPUTY TOWN COMPTROLLER

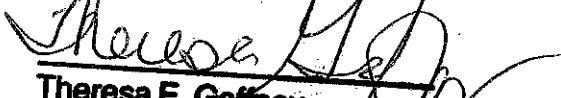
APPROVED

By  Date 8/21/17  
**KEVIN R. CONROY, CPA**  
TOWN COMPTROLLER

APPROVED AS TO FORM

  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 8/18/17

Approved:

  
**Theresa E. Gaffney**  
Executive Assistant  
Dated: 8/23/17

## SUPPLEMENTAL INFORMATION

Project Name: South Valley Stream Stormwater Infrastructure Upgrades

1. Identify the name, telephone and District # of the State Senator(s) representing your jurisdiction:

<b>Name:</b> <u>NYS Senator Todd Kaminsky</u>	<b>Senate District #:</b> <u>District No. 9</u>
--	--

2. Identify the name, telephone number, and District # of the State Representative(s) representing your jurisdiction:

<b>Name:</b> <u>Michaëlle C. Solages</u>	<b>Representative District #:</b> <u>District No. 22</u>
---	---

3. Identify the U.S. Congressperson representing your jurisdiction and congressional district number.

<b>Name:</b> <u>U.S. Senator Charles Schumer</u>	<b>Congressional District #:</b> <u>New York State</u>
<u>U.S. Senator Kirsten Gillibrand</u>	<u>New York State</u>
<u>U.S. Representative Gregory Meeks</u>	<u>District No. 5</u>

4. Identify the members of your jurisdiction's governing authority.

<b>Name:</b> <u>Nassau County Executive Edward P. Mangano</u>	<b>Member District #:</b> <u>Nassau County</u>
<u>Nassau County Legislator Carrie Solages</u>	<u>District No. 5</u>
<u>Town of Hempstead Supervisor Anthony J. Santino</u>	<u>Town of Hempstead</u>
<u>Town of Hempstead Councilmember Bruce A. Blakeman</u>	<u>District No. 3</u>

5. Target Area Census Tract(s): 410900

6. Indicate by means of an "x" as to whether the proposed project will involve a community-wide benefit or a target area(s) and enter the zip code of the project. If a target area is involved, enter the name(s) and zip code of the target area(s).

Community-wide (Zip Code: 11581)       Target Area(s)

Name and Zip Code of Target Area: South Valley Stream, NY 11581  
Name and Zip Code of Target Area: \_\_\_\_\_  
Name and Zip Code of Target Area: \_\_\_\_\_

Community-wide projects should use the zip code of the location of city hall. Target-area projects should use the zip code of the target area where the majority of the construction funds will be spent (for each target area). If the target area(s) does not have a name, please provide a brief geographical description of the area such as "western portion of the city."

7. Provide Lat/Long for the Project Location at or near the geographical center:

Latitude: 40.655378      Longitude: -73.718565

8. How many other projects funded with CDBG-DR funds relate to the project: 0

9. Does the project relate to any other project GOSR should be aware? No

10. Does the project encompass multiple counties: Yes  No

11. If the proposed project is a "covered project," please provide a narrative describing the "Resilience Performance Standards" to be used in the design/implementation of the project below.

Not Applicable

12. If the proposed project is a "covered project," please provide a narrative describing the "Green Infrastructure Project Activities" to be used in the design/implementation of the project below. For the purpose of completing this section, green infrastructure is defined as the integration of natural systems and processes, or engineered systems that mimic natural systems and processes, into investments in resilient infrastructure. "Green Infrastructure" takes advantage of the services and natural defenses provided by land and water systems such as wetlands, natural areas, vegetation, sand dunes, and forests, while contributing to the health and quality of life of those in recovering communities.

Not Applicable

13. If the proposed project is a "covered project," please provide a narrative describing the "Transparent and Inclusive Decision Processes" undertaken in selection of the proposed project. Include accessible public hearings and other processes to advance the engagement of vulnerable populations.

Not Applicable

14. If the proposed project is a "covered project," please provide a narrative describing the "Long Term Efficacy and Fiscal Sustainability" plans to monitor and evaluate efficacy and sustainability, including how it will reflect changing environmental conditions (such as sea level rise or development patterns) with risk management tools, and/or alternate funding sources, if necessary.

Not Applicable

15. If the proposed project is a "covered project," please provide a narrative describing how the project will align with the commitment expressed in the President's Climate Action Plan to "identify and evaluate additional approaches to improve our natural defenses against extreme weather, protect biodiversity, and conserve natural resources in the face of changing climate..."

Not Applicable

16. Has an amendment to the Action Plan to include this project been submitted to HUD?  
Yes;  No;

17. What is the status of the amendment request? Provide a narrative describing the status of the amendment request. (Include date of submission, date of approval, any requests for additional information, and current status)

Not Applicable

18. Is this project receiving FEMA Public Assistance funding:  Yes  No

19. Is this project receiving FEMA Public Assistance 406 Hazard Mitigation Funds:

Yes  No

Please provide the FEMA Project Worksheet number(s) for this project application: \_\_\_\_\_

(The FEMA project work sheet number should include the FEMA disaster declaration number in the first four (4) digits and the project worksheet number in the last five (5) digits. A Hurricane Sandy related project with the project worksheet "567" would be entered as "4085-00567")

20. Is this project receiving FEMA Section 404 Hazard Mitigation funds:

Yes  No

21. Is this project receiving any Army Corps of Engineers funding:

Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

22. Is this project receiving any Environmental Protection Agency funds:

Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

23. Is this project receiving any Department of Energy funds:

Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

24. Is this project receiving any Department of Transportation funds:

Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

25. Is this project receiving any Department of the Interior fund:

Yes  No

If yes, please provide the type of funds applied for and application number: \_\_\_\_\_

**BUDGET/COST SUMMARY FORM**

**PROJECT NAME:**     **South Valley Stream Stormwater Infrastructure Upgrades (Phase I – Hydrologic and Hydraulic Study)**

<b>(A) Costs by Activity</b>	<b>(B) CDBG-DR</b>	<b>(C) Other</b>	<b>(D) Total</b>	<b>(E) Source</b>
1. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	
2. Public Facilities and Improvements	\$300,000.00	\$0.00	\$300,000.00	CDBG-DR
3. Rehabilitation Loans and Grants (Hook-ups)	\$0.00	\$0.00	\$0.00	
4. Clearance Activities	\$0.00	\$0.00	\$0.00	
5. Public Services	\$0.00	\$0.00	\$0.00	
6. Other (identify)	\$0.00	\$0.00	\$0.00	
7. Project Delivery Costs	\$0.00	\$0.00	\$0.00	
8. Administration	\$0.00	\$0.00	\$0.00	
<b>TOTAL</b>	<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>	<b>CDBG-DR</b>

Architectural/Engineering (A/E) costs must be included in one of the activity costs above.

**HUD Matrix Code:**

HUD Matrix Code 03 – Flood Drainage Improvements



**BUDGET/COST SUMMARY FORM**

**PROJECT NAME:** South Valley Stream Stormwater Infrastructure Upgrades (Phase II – Design and Construction)

<b>(A) Costs by Activity</b>	<b>(B) CDBG-DR</b>	<b>(C) Other</b>	<b>(D) Total</b>	<b>(E) Source</b>
1. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	
2. Public Facilities and Improvements	\$2,000,000.00	\$0.00	\$2,000,000.00	CDBG-DR
3. Rehabilitation Loans and Grants (Hook-ups)	\$0.00	\$0.00	\$0.00	
4. Clearance Activities	\$0.00	\$0.00	\$0.00	
5. Public Services	\$0.00	\$0.00	\$0.00	
6. Other (identify)	\$0.00	\$0.00	\$0.00	
7. Project Delivery Costs	\$0.00	\$0.00	\$0.00	
8. Administration	\$0.00	\$0.00	\$0.00	
<b>TOTAL</b>	<b>\$2,000,000.00</b>	<b>\$0.00</b>	<b>\$2,000,000.00</b>	<b>CDBG-DR</b>

Architectural/Engineering (A/E) costs must be included in one of the activity costs above.

**HUD Matrix Code:**

HUD Matrix Code 03 – Flood Drainage Improvements

**BUDGET/COST SUMMARY FORM**

**PROJECT NAME:**     South Valley Stream Stormwater Infrastructure Upgrades (Phase I + Phase II)

(A) Costs by Activity	(B) CDBG-DR	(C) Other	(D) Total	(E) Source
1. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	
2. Public Facilities and Improvements	\$2,300,000.00	\$0.00	\$2,300,000.00	CDBG-DR
3. Rehabilitation Loans and Grants (Hook-ups)	\$0.00	\$0.00	\$0.00	
4. Clearance Activities	\$0.00	\$0.00	\$0.00	
5. Public Services	\$0.00	\$0.00	\$0.00	
6. Other (identify)	\$0.00	\$0.00	\$0.00	
7. Project Delivery Costs	\$0.00	\$0.00	\$0.00	
8. Administration	\$0.00	\$0.00	\$0.00	
<b>TOTAL</b>	<b>\$2,300,000.00</b>	<b>\$0.00</b>	<b>\$2,300,000.00</b>	<b>CDBG-DR</b>

Architectural/Engineering (A/E) costs must be included in one of the activity costs above.

**HUD Matrix Code:**

HUD Matrix Code 03 – Flood Drainage Improvements

CDBG-DR PROGRAM TIME SCHEDULE							APPLICANT NAME: Town of Hempstead					
MILESTONES	Q 1	Q 2	Q 3	Q 4	Q 5	Q 6	Q 7	Q 8	Q 9	Q 10	Q 11	Q 12
<b>Activity Phase I: Public Facilities and Improvement- Study</b>												
a. Procure A/E Firm	→											
b. Develop Study	→	→	→									
c. Study Accepted			→									
<b>Activity Phase II: Public Facilities and Improvement – Design &amp; Construction</b>												
a. Procure A/E Firm				→								
b. Final Design				→	→	→						
c. Environmental Review				→	→	→						
d. Construction						→	→	→	→			
e. Closeout									→			

Provide the following dates:  
\*Required

\*ERR Complete Date: 07/2019  
 Construction Start Date: 08/2017  
 \*Construction End Date: 09/2019

Acquisition/Closing: N/A  
 Design Complete: 12/2018

**ACTIVITY BENEFICIARY FORM**

**Community-Wide**    **Target Area**    **Limited-Clientele**  
 **Combined**

**Project:**  
 South Valley Stream Storm Water  
 Infrastructure Upgrades

List name of each activity excluding Admin & Acquisition:	1) Public Facilities and Improvements		2)		3)	
	#	%	#	%	#	%
<b>Persons (total):</b>	5,260					
Total LMI Income:	1,620	30.80%				
Low Income:	1,130	21.42%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						
Moderate Income:	490	9.32%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						
Medium Income:	1025	19.49%				
Owner (for Rehab activity only, i.e. hookups):	5,260					
Renter (for Rehab activity only, i.e. hookups):	1,620	30.80%				

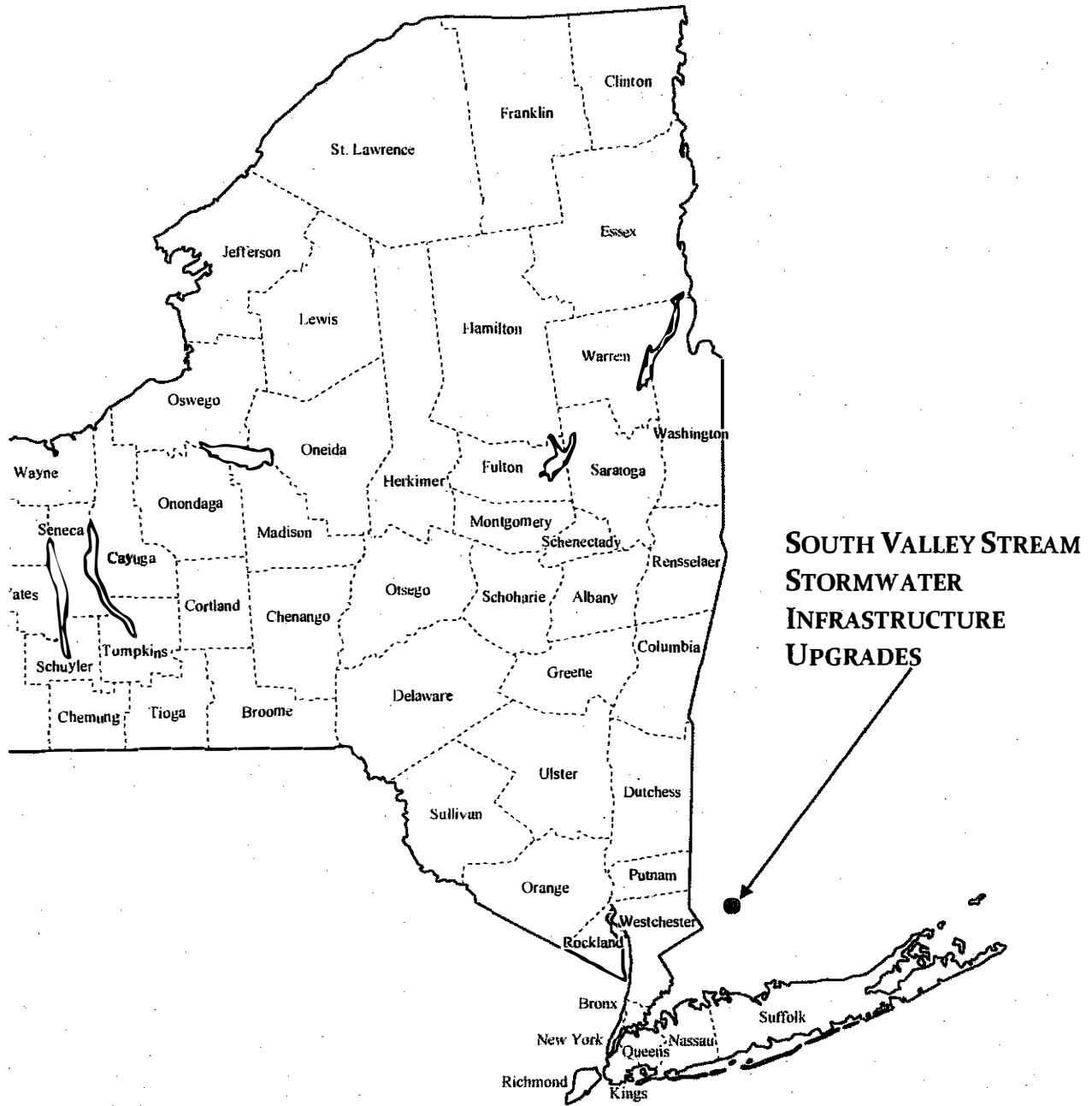
Race and Ethnicity	Percent (%)	Percent (%)	Percent (%)
White:	50.05%		
Black or African American:	23.69%		
American Indian or Alaskan Native:	0.29%		
Asian:	19.36%		
Native Hawaiian or Other Pacific Islander:	0.02%		
Other:	6.60%		
Hispanic or Latino	10.10%		

**Data Sources:**

Low and moderate income persons for area benefit activities were determined using the 2006-2010 American Community Survey.

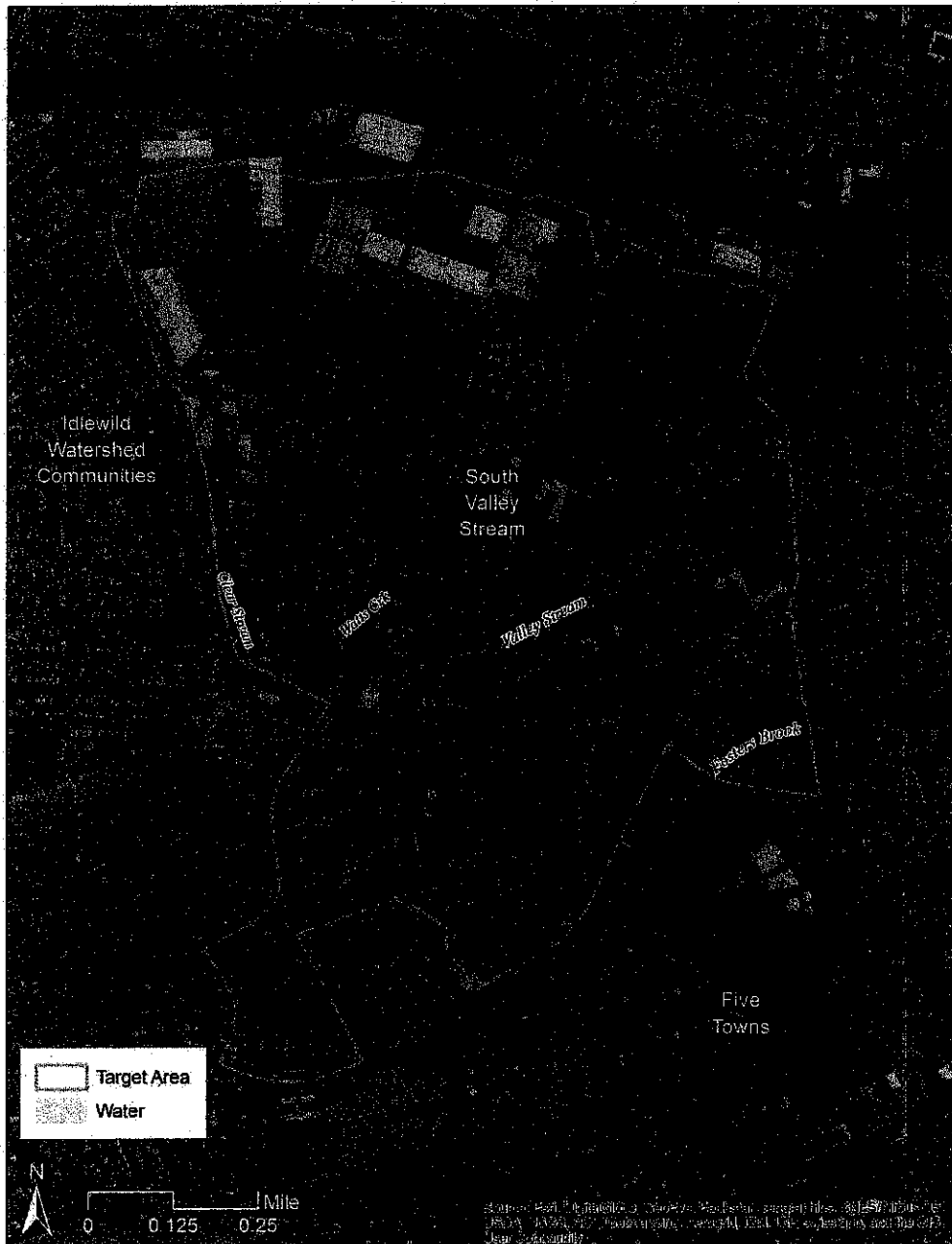
Percentages for race and ethnicity for area benefit activities were determined using the Census 2010 SF-1 100% data, Tables P3-Race, and P4-Hispanic or Latino Origin.

# Vicinity Map



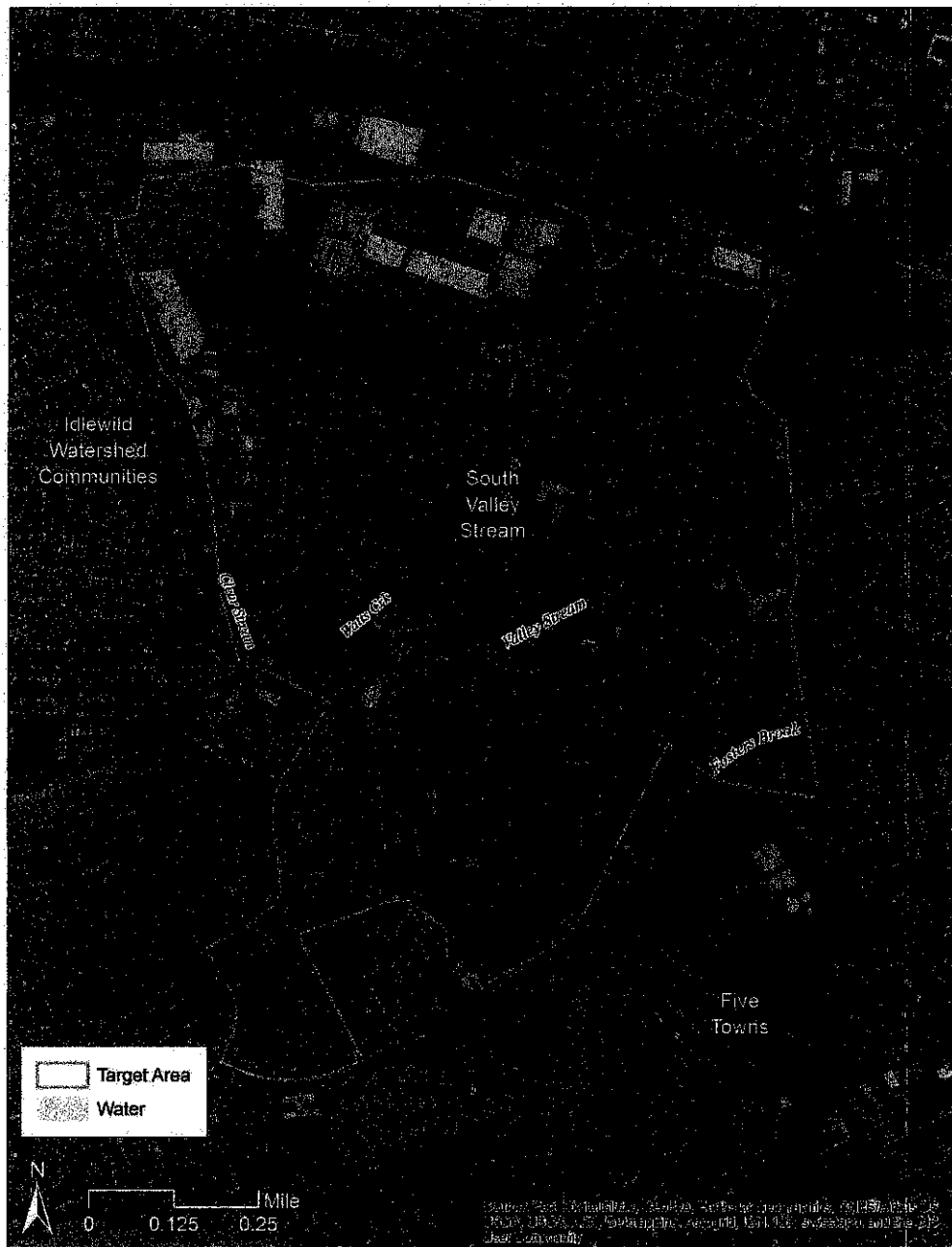
**SOUTH VALLEY STREAM  
STORMWATER  
INFRASTRUCTURE  
UPGRADES**

# Target Area Map<sup>1</sup>



<sup>1</sup> Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, Getmapping, Aerogrid, IGN, IGP and the GIS User Community.

# Project Site Map<sup>2</sup>



<sup>2</sup> Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, Getmapping, Aerogrid, IGN, IGP and the GIS User Community.

## Project Description

### Comprehensive Description:

This project is based on the following project profile from the South Valley Stream NYRCR Plan (March 2014):

- Stormwater Infrastructure Upgrades, PG 99-100

The Town of Hempstead will procure the services of an architectural and engineering firm to conduct a hydrology and hydraulic study of the drainage systems in the South Valley Stream community (Phase I). Once completed, the study will identify inadequacies in the stormwater drainage system and guide the Town in developing effective measures to improve stormwater discharge. The community has observed noticeable buildup within the stormwater system that may be impeding the discharge of stormwater. This hydrology and hydraulic study will identify the problematic areas for the town to address as well as recommended approaches for each area.

The project will pay particular attention to stormwater outfalls located along Valley Stream, Clear Stream, Watts Creek, and Fosters Lower Brook. These tributaries, in the Valley Stream community, accumulate stormwater from other systems in their watersheds as the water flows toward Jamaica Bay. Spring tides and storm tides push tidal waters into the systems, creating further water backup in the stormwater drainage systems.

Phase I will address tidal flooding of the stormwater drainage system and low lying streets and properties, as occurred during Superstorm Sandy and as occurs to a lesser degree during spring tides.

Phase II will utilize the data gathered from Phase I and design and implement improvements to the stormwater drainage system's ability to handle and dispose of stormwater run-off (Phase II).

### Project Context:

This is a separate project and does not rely on any other project that would trigger CDBG-DR requirements.

### Beneficiaries/Public Benefit/Target Area:

*This project benefits residents of the South Valley Stream Community, through a reduction of risk of flooding. The combined population of the Community is 6,025<sup>3</sup>. The benefits are:*

- Risk Reduction & Increased Resiliency Benefits: The hydrologic and hydraulic study is designed to identify deficiencies to the existing stormwater disposal system and to provide feasible alternatives to address the system deficiencies. The upgrade of the system capacity is designed to discharge stormwater more rapidly to reduce flooding events. Installation of check valves would prevent backflow and reduce flooding and reduce vulnerability of assets in the community. Swirl separators

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<sup>3</sup> 2006-2010 American Community Survey.



would prevent the discharge of pollutants to the canal and improve quality of water, enhancing plant and animal habitat.

- **Economic Benefits:** The addition of stormwater upgrades would positively impact the existing infrastructure by reducing erosion and strain on the sewage systems, which would save the Town of Hempstead additional maintenance and repair expenses for systems that are affected by stormwater.
- **Health and Social Benefits:** The project aims to protect all health and social services assets within the area of the stormwater outfalls such as the Valley Stream South High School, Robert Carbonaro, and Forest Road Schools. Through the use of swirl separators, this project is expected to positively impact water quality and public health.
- **Environmental Benefits:** Construction of the project would reduce flooding during storm; protect three water bodies in the Community: Valley Stream, Clear Creek, and Fosters Brook Lower; reduce erosion and other degradation of living shoreline features; and result in improved water quality and cleaner runoff.

**Recovery Rationale:**

This project addresses an unmet recovery need from the following declared disaster(s):

- Superstorm Sandy
- Hurricane Irene

A project is tied to the storm in multiple ways. South Valley Stream’s stormwater drainage system was overwhelmed by Superstorm Sandy and Hurricane Irene and failed to function. The improvement of the system is necessary for the Community’s long-term recovery efforts and protection from similar events.

The Town of Hempstead is seeking CDBG-DR funds on behalf of the South Valley Stream community to identify and address deficiencies in the Community’s stormwater infrastructure to reduce the severity of flooding during storm events.

This project directly addresses the impacts of Superstorm Sandy. Stormwater overwhelmed the community’s stormwater drainage system, which prevented key community facilities and infrastructure from functioning during and after the storm. This project responds to the issue of an inadequate stormwater drainage system by performing a drainage study to identify deficiencies and implementing improvements that will increase the carrying capacity of the existing stormwater drainage system.

During Superstorm Sandy, stormwater flows exacerbated tidal flooding. The community is located at the confluence where tidal flow coming from the south (Jamaica Bay) meets with river flow from the Hook Creek/Head of Bay regional watershed to the north (Mill Pond). The storm surge raised water levels in the streams above the elevation of the stormwater outlets that discharge the areas

stormwater into the stream. Under such conditions, the already increased amount of water entering the storm sewer system could not exit the system at the same rate, thus resulting in flooding within the community. Given its location close to the Bay, the groundwater table of South Valley Stream is very high, which reduces the area's capacity for stormwater infiltration and causes basement flooding.

Both Hurricane Irene and Superstorm Sandy caused heavy damage to trees within the community. This reduction in the number of trees after the storms decreased the amount of infiltration possible during a storm event, which contributes to stormwater flooding by increasing surface runoff.

This project is critical to the community's long-term recovery from Superstorm Sandy. The project will directly improve community resiliency in future storms and extreme tidal events by improving the community's natural and engineered stormwater management and flood control systems. Additionally, it will be mitigating flood risks for residents and businesses during major storms. The project will also address potential impacts of sea level rise. By completing this project, flood damage from future extreme weather events will be reduced or eliminated in many areas, protecting assets that have been restored, improved and/or rebuilt following Sandy. Roadways that are closed and/or impassable during such events may remain opened for evacuation and emergency vehicles. Duration of flooding events, when they occur, will be substantially reduced, and frequency and severity of such flooding will likewise be reduced.

**Description of Construction Involved:**

The first phase of this project is a hydrology and hydraulic study; no construction is involved. This phase is anticipated to be exempt from NEPA review under Section 58.34(a)(12). The project is expected to be a Type 2 action under SEQRA.

The second phase will involve construction and an environmental review identifying impacts, and mitigation will be required. The level of any environmental review will be determined by the Governor's Office of Storm Recovery (GOSR), and the environmental review will be conducted and managed by GOSR, as NEPA/SEQRA Lead Agency. Engineering plans and an environmental assessment will be submitted to regulatory agencies for review and permit approval in accordance with federal, state, and local regulations.

**Responsibility for Operations and Maintenance:**

The local municipality will be responsible for operations and maintenance.

**Description of Acquisition Involved:**

No acquisition is anticipated to be necessary; however, if during the engineering phase, it is determined that additional property is needed, the community will comply with the Uniform Relocation and Assistance (URA) Act in acquiring property or rights-of-way.

**Mitigation Plan:**

The project mitigates problems in the Valley Stream community's storm drainage systems, including stormwater outfalls located along Valley Stream, Clear Stream, Watts Creek, and Fosters Lower Brook. These tributaries, in the Valley Stream community, accumulate stormwater from other systems in their watersheds as the water flows toward Jamaica Bay. Spring tides and storm tides push tidal waters into the systems, creating further water backup in the stormwater drainage systems. This project is designed to minimize the accumulation of tidal water and stormwater run-off on the streets and properties in the South Valley Stream community during future extreme tides and extreme weather events. Importantly, the constructed interventions would reduce overall flooding during storm events.

**CDBG-DR Eligibility:**

The Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2, approved January 29, 2013) (Appropriations Act) makes available \$16,000,000,000 in Community Development Block Grant (CDBG) funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013.

**CDBG-DR National Objective:**

The national objective for this project is *urgent need*.

Pursuant to 24 CFR 570.483(d), activities under this project are "designed to meet community needs having a particular urgency," thus qualifying the project under the national objective of *urgent need*. As noted in the relevant HUD guidance, to comply with this national objective, an activity must be designed to alleviate existing conditions, which the local government certifies and the state determines:

- Pose a serious and immediate threat to the health or welfare of the community;
- Are of recent origin or recently became urgent;
- The community is unable to finance the activity on its own; and
- Other sources of funding are not available to carry out the activity.

Pursuant to FR-5696-N-01, HUD waived the certification requirements for this national objective for CDBG-DR funding. Instead, each grantee receiving an award under the Notice must document how all programs and/or activities funded under the *urgent need* national objective responds to a disaster-related impact. Grantees must reference in their action plan the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing."<sup>4</sup>

The South Valley Stream New York Rising Community Reconstruction Plan (March 2014)<sup>5</sup> demonstrates that the project/activity meets the CDBG-DR national objective of urgent need.

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<sup>4</sup> Federal Register, Vol. 78, No. 43 issued Tuesday, March 5, 2013.

<sup>5</sup> This project is based on the following project profile from the South Valley Stream NYRCR Plan (March 2014: Stormwater Infrastructure Upgrades, PG 99-100.

**ARCHITECT/ENGINEER'S COST ESTIMATE**

**Estimated Number of Parcels to be Acquired:** Not Applicable

**Anticipated Approvals/Permits to be Acquired:** Not Applicable

**PROJECT BUDGET**

<b>SOUTH VALLEY STREAM STORMWATER INFRASTRUCTURE UPGRADES</b>	
Phase I: Hydrology and Hydraulic study	\$300,000.00
Phase II: Design and Construction	\$2,000,000.00
<b>Subtotal</b>	<b>\$2,300,000.00</b>
<b>Total Project Cost</b>	<b>\$2,300,000.00</b>

**Applicant/Recipient  
Disclosure/Update Report**

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 1/2009)

APPROVED

KEVIN R. CONROY, CPA  
TOWN SUPERVISOR

**Instructions** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

**Applicant/Recipient Information** Indicate whether this is an Initial Report  or an Update Report

<p>1. Applicant/Recipient Name, Address, and Phone (include area code): Town of Hempstead One Washington Street Hempstead, NY 11550 (516) 489-5000</p>	<p>2. Social Security Number or Employer ID Number:  [REDACTED]</p>
<p>3. HUD Program Name Community Development Block Grant – Disaster Recovery Program</p>	<p>4. Amount of HUD Assistance Requested/Received \$2,300,000.00</p>
<p>5. State the name and location (street address, City and State) of the project or activity: South Valley Stream, Nassau County, NY</p>	

APPROVED AS TO FORM  
Charles E. Steno  
SENIOR ATTORNEY

DATE 8/18/17

**Part I Threshold Determinations**

<p>1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity this application, in excess of \$200,000 during this fiscal year (Oct. 1 Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
--	---

If you answered "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

**Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

**Part III Interested Parties.** You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

**Certification**

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including information disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature: X  
Date: (mm/dd/yyyy)

Anthony J. Santino, Town of Hempstead Supervisor

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

Commissioner

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# Appendices

# **Appendix A**

## **Duplication of Benefits Certification(s)**



**Governor's Office of Storm Recovery**

**ANDREW M. CUOMO**  
Governor

**LISA BOVA-HIATT**  
Executive Director

**NY Rising Community Reconstruction Program  
DUPLICATION OF BENEFITS QUESTIONNAIRE**

**Program Participant:** Town of Hempstead

**Project Name:** South Valley Stream Stormwater Infrastructure Upgrades

Federal regulations require a duplication of benefits (DOB) analysis for projects receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) support to ensure that the Program Participant does not receive more funds for a project than are needed. The Program Participant must report all assistance they have received for a project from such sources as insurance, Small Business Administration (SBA), Federal Emergency Management Agency (FEMA), and other local, State, or Federal programs, and private or nonprofit charitable organizations. Any funds received from these sources for this project must be considered when the amount of the CDBG-DR grant is determined. While inclusion in a long-term capital plan does not constitute a DOB, if a project has been included in the Program Participant's annual budget, it may be considered a DOB. CDBG-DR is a funding source of last resort, and should funds become available for a project in the future such that some or all of the CDBG-DR funds budgeted for the project would constitute a duplication of benefits, those CDBG-DR funds will be disallowed or, if outlaid, must be returned to the Governor's Office of Storm Recovery (GOSR). Please consult with GOSR staff if you have any questions regarding whether a potential DOB exists. Please use the chart below to describe funds the Program Participant has received and/or committed for the project.

**FUNDS RECEIVED OR BUDGETED FOR THE PROJECT**

SOURCE OF FUNDS	Amount received for the project	Additional funds expected
FEMA	0	0
Other Federal Agencies (Describe)	0	0
State Agencies	0	0
Budgeted Program Participant Funds (Annual Budget)	0	0



SOURCE OF FUNDS	Amount received for the project	Additional funds expected
Private Insurance	0	0
National Flood Insurance	0	0
Nonprofit Organizations (Describe)	0	0
Other Funds (Describe)	0	0
TOTAL	0	0

APPROVED

By: *Charles O. Feunl*  
 Date: *8/18/17*

APPROVED AS TO FORM

TOWN ATTORNEY  
 DATE 8/18/17  
 TOWN COMPTROLLER

**Documents Needed:**

Along with this form, please provide documents that show the amounts received for the project from each source listed above. Note: All documents, including Program Participant budgets, must be retained and produced for review at the request of GOSR or HUD.

**CERTIFICATION:**

I certify that the information provided in this questionnaire is true and accurate to the best of my ability. I understand that if this information is not correct, it may affect the amount of any grant I may receive or may lead to the recapture of disbursed funds by GOSR and/or HUD.

*Town of Hempstead*

Program Participant

Signature of Authorized Certifying Official

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

Printed Name of Authorized Certifying Official

*D. Tuman*  
 Commissioner  
 Department of Engineering

Date

**WARNING:** The information provided on this form is subject to verification by the State of New York and the Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

Approved: (As to form and/or content)

APPROVED

*David A. Lombardi*  
 DIRECTOR OF PURCHASING *8/18/17*

*Jeffrey M. Tierney*

Jeffrey M. Tierney  
 Deputy Commissioner  
 Department of Engineering

**Governor's Office of Storm Recovery  
 NY Rising Community Reconstruction Program  
 Duplication of Benefits**

**Subrecipient:** Town of Hempstead

**Project Name:** South Valley Stream Stormwater Infrastructure Upgrades

**Calculation of CDBG-DR Award**

42,300

1.	Identify Subrecipient's total need prior to any assistance (e.g., reconstruction cost estimate)	\$2,300,000.00
2.	Identify all potentially duplicative assistance:	
	a. Insurance	
	b. FEMA Public Assistance funds for Permanent Work	\$0.00
	c. Other _____	
	Subtotal	\$0.00
3.	Deduct assistance determined to be duplicative	\$0.00
4.	Maximum Eligible Award (Item 1 less Item 3)	\$2,300,000.00
5.	Program Cap (if applicable)	\$2,300,000.00
6.	CDBG-DR Award (lesser of Items 4 and 5)	\$2,300,000.00
<b>Preparer's Signature:</b>		<b>Date:</b>

## **Appendix B:**

### **Proof of Publication of Public Notice Requesting Public Comment on Submission of Application for Funding**

### **Record of Public Comments**

**Public Notice**

**New York State CDBG-DR Application Available for Review**

The Town of Hempstead announces that it intends to submit an application for New York State Community Development Block Grant-Disaster Recovery (CDBG-DR) Program funds on or about [REDACTED] for the following project:

**South Valley Stream Stormwater Infrastructure Upgrades**

**Activity:** The Town of Hempstead is requesting Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to conduct a hydrology and hydraulic study of the drainage systems in the South Valley Stream community and guide the Town in developing and implementing improvements to the stormwater drainage system.

**Objective:** Phase I will address tidal flooding of the stormwater drainage system and low lying streets and properties, as occurred during Superstorm Sandy and as occurs to a lesser degree during spring tides.

Phase II will utilize the data gathered from Phase I and design and implement improvements to the stormwater drainage system's ability to handle and dispose of stormwater run-off (Phase II).

**Location:** South Valley Stream, Nassau County, NY

**Amount:** \$2,300,000.00 for Study, Design, and Construction.

A copy of the application will be available for review at 1 Washington Street, Hempstead, NY 11550 during normal business hours.

All citizens, particularly persons of low- and moderate-income and residents of blighted areas, as well as those affected by the project are encouraged to submit their comments, views and proposals by [REDACTED] to the Town at the following address:

ATTN: Douglas Tuman  
1 Washington Street, Hempstead, NY 11550

Additional information regarding the availability and use of CDBG-DR funds is available upon request.

**Proof of Publication of Public Notice Requesting Public Comment  
on Submission of Application for Funding**

The Application was advertised From ~~XXXX/2017~~ – ~~XXXX/2017~~ in the following publications:

- Publication 1
- Publication 2

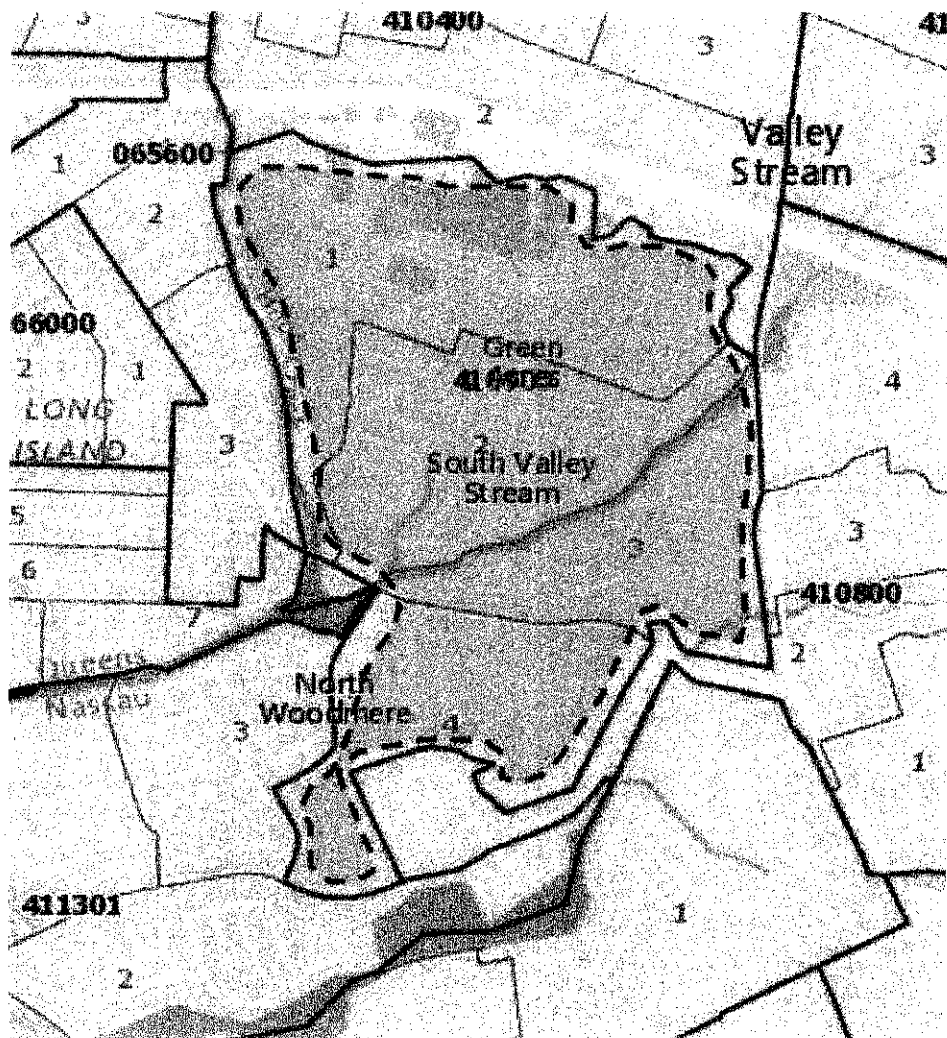
The following comments were received by the Town of Hempstead:

- 1) Comment
- 2) Comment
- 3) Comment
- 4) Comment

## **Appendix C:**

### **Selected Block Groups and LMI Calculation to Support Activity Beneficiary Form**

## South Valley Stream Stormwater Infrastructure Upgrades Selected Block Groups<sup>6</sup>



<sup>6</sup> LMI for area benefit is determined using the HUD Low and Moderate Income Summary Data, which is based on the 2006-2010 ACS.  
<https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups-places/>



**South Valley Stream Stormwater Infrastructure Upgrades  
LMI Calculation**

LMI Calculation								
COUNTY NAME	GEOID	TRACT	BLKGRP	LOWMOD UNIV	LMI	MOD	LOW	MEDIUM
Nassau County	360594109002	410900	2	1480	275	165	110	190
Nassau County	360594109003	410900	3	790	190	155	35	165
Nassau County	360594109001	410900	1	1900	880	135	745	575
Nassau County	360594109004	410900	4	1090	275	35	240	95
<b>Total Population: 12810</b>				5,260	1,620	490	630	1025
<b>Total LMI: 3490</b>								
<b>Total Percentage: 28.7%</b>								
				30.80%	9.32%	21.42%	19.49%	
				<b>LMI</b>	<b>MOD</b>	<b>LOW</b>	<b>MEDIUM</b>	
<b>White: 50.05%</b> <b>Black or African American: 23.69%</b> <b>American Indian or Alaskan Native: 0.29%</b> <b>Asian: 19.36%</b> <b>Native Hawaiian or Pacific Islander: 0.02%</b> <b>Other: 6.60%</b> <b>Hispanic or Latino: 10.10%</b>								

**Data Sources:**

Low-and moderate-income persons for area benefit activities were determined using the 2006-2010 American Community Survey.

Percentages for race and ethnicity for area benefit activities were determined using the Census 2010 SF-1 100% data, Tables P3-Race and P4-Hispanic or Latino Origin.

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED \_\_\_\_\_, 2017, AUTHORIZING THE FINANCING OF THE UNDERGROUND TANK MANAGEMENT PROJECT WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$250,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$250,000 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 applicable provisions of the State Environmental Quality Review Act have been complied with to the extent required for the above titled purpose.

Section 2. The Town is hereby authorized to finance the costs associated with the Underground Tank Management Project relating to underground tank remediation within the Town (the "Purpose"). The additional estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$250,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$250,000 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 3. Serial bonds of the Town in the principal amount of \$250,000 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 4. The following additional matters are hereby determined and declared:

- (a) The period of probable usefulness of the Purpose for which said \$250,000 serial bonds authorized pursuant to this resolution are to be issued, within the limitations of subdivision 88 of paragraph a of Section 11.00 of the Law, is ten (10) years.
- (b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. 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 a 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 6. 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.

Item # 27  
Case # 19246

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 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 7. 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 8. This resolution, when it takes effect, shall 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.

Section 9. This resolution is adopted subject to permissive referendum.

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:

\* \* \* \* \*

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held \_\_\_\_\_, 2017, duly adopted the resolution, a summary of which is published herewith, subject to permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED \_\_\_\_\_, 2017, AUTHORIZING THE FINANCING OF THE UNDERGROUND TANK MANAGEMENT PROJECT WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$250,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$250,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.

Period of probable usefulness:            10 years

Class of objects or purposes:            The costs associated with the Underground Tank Management Project relating to underground tank remediation within the Town

Amount of obligations to be issued: \$250,000 bonds

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the Office of the Clerk of the Town of Hempstead, at Town Hall, in Hempstead, New York.

Dated: \_\_\_\_\_, 2017  
Hempstead, New York

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the resolution a summary of which is published herewith, has been adopted by the Town Board of the Town of Hempstead, Nassau County, New York, on \_\_\_\_\_, 2017, subject to permissive referendum and the period of time has elapsed for the submission and filing of a petition for permissive referendum and a valid petition has not been submitted or filed, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Hempstead is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting the validity of such resolution is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED \_\_\_\_\_, 2017, AUTHORIZING THE FINANCING OF THE UNDERGROUND TANK MANAGEMENT PROJECT WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$250,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$250,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.

Period of probable usefulness:	10 years
Class of objects or purposes:	The costs associated with the Underground Tank Management Project relating to underground tank remediation within the Town
Amount of obligations to be issued:	\$250,000 bonds

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the Office of the Clerk of the Town of Hempstead, at Town Hall, in Hempstead, New York.

Dated: \_\_\_\_\_, 2017  
Hempstead, New York

**ESTOPPEL CERTIFICATE OF THE TOWN CLERK**

I, Nasrin G. Ahmad, Town Clerk of the Town of Hempstead (the "Town"), in the County of Nassau, New York, HEREBY CERTIFY, as follows:

1. That a bond resolution of the Town Board of the Town was adopted on \_\_\_\_\_, 2017, entitled:

"BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED \_\_\_\_\_, 2017, AUTHORIZING THE FINANCING OF THE UNDERGROUND TANK MANAGEMENT PROJECT WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$250,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$250,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.,"

and such resolution contained an estoppel clause as permitted by Section 80.00 of the Local Finance Law of the State of New York (the "Law") and that a notice setting forth the information required by Section 81.00 of the Law together with a copy of such resolution was published as required by law.

2. To the best of my knowledge, no action, suit or proceeding contesting the validity of the obligations authorized by such resolution was commenced within twenty days from the date of publication of such resolution and notice, or at any other time since said publication.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Town Clerk

(SEAL)

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and  
moved its adoption:

RESOLUTION DESIGNATING THE FIRM OF HAWKINS DELAFIELD &  
WOOD LLP, ATTORNEYS AND COUNSELORS AT LAW, AS COUNSEL  
FOR THE TOWN OF HEMPSTEAD

WHEREAS, the Town of Hempstead regularly issues Notes and/or Bonds to fund  
various capital projects and obligations; and

WHEREAS, the services of a bond counsel are needed to assist the Town with  
the planning, structuring, selling and closing of such notes and bonds; and

WHEREAS, Hawkins Delafield & Wood LLP, with offices at 28 Liberty Street,  
New York, NY 10005, is a firm experienced in bond matters; and

WHEREAS, the Town Comptroller recommends that Hawkins Delafield &  
Wood LLP, be retained to provide bond counsel services to the Town; and

WHEREAS, Hawkins Delafield & Wood LLP, has provided a proposed  
agreement dated July 21<sup>st</sup>, 2017;

NOW, THEREFORE, BE IT RESOLVED, that the firm of Hawkins Delafield &  
Wood LLP, 28 Liberty Street, New York, NY 10005, be retained to represent the Town of  
Hempstead in certain bond matters;

BE IT FURTHER RESOLVED, the Comptroller is authorized to execute the said  
agreement with Hawkins Delafield & Wood LLP ; and the fee for rendering such bond counsel  
services in accordance with the said agreement shall be paid from the appropriate Funds Fees  
and Services Accounts.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 28

Case # 29755



TOWN OF HEMPSTEAD -

VENDOR'S PUBLIC DISCLOSURE STATEMENT

CONTRACT #: \_\_\_\_\_  
or  
FORMAL BI #: \_\_\_\_\_

1) COMPANY NAME: Hawkins Delafield & Wood LLP

ADDRESS: 28 Liberty Street, NY, NY 10005

PHONE NUMBER: 212 820-9620 FAX NUMBER: 212-344-6258

2) FEDERAL I.D. IDENTIFICATION: \_\_\_\_\_

or  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

3) TYPE OF BUSINESS:

INDIVIDUAL: \_\_\_\_\_ CORPORATION: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_

4) TABLE OF ORGANIZATION:

**LIST NAMES AND ADDRESSES OF ALL PRINCIPALS, SUCH AS:**

- 1) All individuals serving on the Board of Directors or comparable body.
- 2) All partners.
- 3) All corporate officers.  
(Attach additional paper if required)

NAME	ADDRESS
<u>See attachment</u>	

b) LIST ALL NAMES AND ADDRESSES OF THOSE INDIVIDUAL SHAREHOLDERS HOLDING MORE THAN FIVE PERCENT (5%) INTEREST IN THE COMPANY. STATE PERCENTAGE (%) FOR EACH INDIVIDUAL. (Attach additional paper if required)

NAME	ADDRESS	PERCENTAGE
<u>See attachment</u>		

5) SIGNATURE: 

TITLE: Partner DATE: 7/27/17

4 Table of Organization - List names and addresses of all partners

	<u>Name</u>	<u>Address<sup>(1)</sup></u>
1.	Bagley, Roger J.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
2.	Becker, Arto C.	333 South Grand Avenue, Los Angeles, CA 90071
3.	Beinfeld, Robert H.	One Gateway Center, Newark, NJ 07102-5311
4.	Berkman, Howard	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
5.	Birmingham, Daniel G.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
6.	Bowerman, Faust	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
7.	Cohen, Arthur M.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
8.	Cordova, Jennifer	200 Southwest Market Street, Portland, OR 97201
9.	Daliana, Michela	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
10.	Donovan, C. Steven	One Gateway Center, Newark, NJ 07102-5311
11.	Eustis, James R.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
12.	Flynn, Kristine	One Gateway Center, Newark, NJ 07102-5311
13.	Fuss, Daniel	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
14.	Garziona, Brian	601 Thirteenth Street, N.W., Washington, DC 20005
15.	Geiger, Martin A.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
16.	Goins, Patricia G.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
17.	Grosser, Ronald C.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
18.	Hagan, Lisa	2723 South State Street, Ann Arbor, MI 48104
19.	Henniger, R. Gregory	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
20.	Jackson, J. William	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
21.	Kaplan, Neil	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
22.	Kramer, Stanley R.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
23.	Kuhlman, Frederick	333 South Grand Avenue, Los Angeles, CA 90071
24.	Lowy, Lloyd S.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
25.	McCoog, Carol	200 Southwest Market Street, Portland, OR 97201
26.	McNally, John M.	601 Thirteenth Street, N.W., Washington, DC 20005
27.	Mersereau, Gulgun	200 Southwest Market Street, Portland, OR 97201
28.	Miller, Russell A.	One Embarcadero Center, San Francisco, CA 94111
29.	Murakami, Melanie	333 South Grand Avenue, Los Angeles, CA 90071
30.	Murphy, Kevin	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
31.	O'Connell, Elizabeth M.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
32.	Organ, Brian	One Embarcadero Center, San Francisco, CA 94111
33.	Orlandi, Kathleen J.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
34.	Petersen, Eric S.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
35.	Pirog, John B.	Meridian Plaza - 1415 L Street, Sacramento, CA 95814
36.	Quan, Diane K.	333 South Grand Avenue, Los Angeles, CA 90071
37.	Renken, John O.	One Embarcadero Center, San Francisco, CA 94111
38.	Roberts, Kenneth B.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
39.	Rogers, Harvey	200 Southwest Market Street, Portland, OR 97201
40.	Sadlon, Jamison	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
41.	Sapir, Eric J.	One Gateway Center, Newark, NJ 07102-5311
42.	Sherman, Ann	200 Southwest Market Street, Portland, OR 97201
43.	Smith, Robert P.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
44.	Solomon, Rod	601 Thirteenth Street, N.W., Washington, DC 20005
45.	Sullivan, Joseph L.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
46.	Tierney, Sean	One Embarcadero Center, San Francisco, CA 94111
47.	Togle, Christina	333 South Grand Avenue, Los Angeles, CA 90071

<u>Name</u>	<u>Address<sup>(1)</sup></u>
48. Toto, Charles G.	One Gateway Center, Newark, NJ 07102-5311
49. Turner, Steven I.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
50. Van Dusen, Bruce D.	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
51. Van Dusen, Richard	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
52. Wolf, Ronald P.	One Embarcadero Center, San Francisco, CA 94111
53. Wong, T. Kam	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005
54. Zucker, Howard	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005

(1) Effective August 7, 2017, the firm's New York City address will be: 7 World Trade Center, 250 Greenwich Street, New York, NY 10007.

*(b) List all names and addresses of those individual partners holding more than five percent (5%) interest in the firm and state percentage (%) for each individual.*

<u>Name</u>	<u>Address<sup>(1)</sup></u>	<u>Percentage</u>
Zucker, Howard	28 Liberty Street, 42 <sup>nd</sup> Floor, New York, NY 10005	5.1%

(1) Effective August 7, 2017, the firm's New York City address will be: 7 World Trade Center, 250 Greenwich Street, New York, NY 10007.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION REVOKING TOWN BOARD RESOLUTION NO.  
1168-2017, ADOPTED AUGUST 8, 2017, WHICH  
AUTHORIZED THE COMMISSIONER OF GENERAL  
SERVICES TO EXECUTE A CERTAIN ACCESS AGREEMENT  
WITH HAUGHLAND ENERGY GROUP, LLC RELATIVE TO  
THE USE AND ACCESS TO A TOWN PARKING LOT IN  
UNIONDALE, SUBJECT TO A PERMISSIVE REFERENDUM

WHEREAS, resolution no. 1168-2017 was adopted by the  
Town Board on August 8, 2017, authorizing the Commissioner  
of General Services to execute an access agreement with  
Haughland Energy Group, LLC, relative to the use and access  
to a Town parking lot in Uniondale, subject to a permissive  
referendum; and

WHEREAS, the said resolution is not now effective in  
that the permissive referendum period has not expired; and

WHEREAS, it is in the public interest that the  
resolution be revoked and authorization for the Commissioner  
of General Services to execute the agreement thereunder be  
withdrawn:

NOW, THEREFORE, BE IT

RESOLVED, that resolution no. 1168-2017, adopted August 8,  
2017 be and now hereby is revoked; and be it further

RESOLVED, that authority thereunder for the Commissioner  
of General Services to execute the agreement with Haughland  
Energy Group, LLC be and now hereby is withdrawn.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item # 29

Case # 29746

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO PAY STACK INSURANCE AGENCY FOR EMPLOYEE FIDELITY SURETY BOND, ISSUED BY ZURICH INSURANCE.

WHEREAS, Stack Insurance Agency, 560 Broadhollow Road, Suite 114, Melville, New York has delivered three year renewal of the Town of Hempstead employee Fidelity Bond, under Policy No. CCP0067244-01, to the Town for the period of June 1, 2017 to June 1, 2020; and

WHEREAS, the annual premium to continue coverage remains constant at \$4,858.00 each of the three years covered by the bond; and

WHEREAS, this Town Board deems it to be in the best interest of the Town of Hempstead to continue the aforesaid coverage to June 1, 2020;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to pay Stack Insurance Agency, a sum of \$4,858.00 each year from Account No. 010-001-1910-4070, for the three year period of June 1, 2017 through June 1, 2020, for an Employee Fidelity Bond issued by Zurich Insurance Company.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 30  
Case # 16452



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY TO  
ENTER INTO A SETTLEMENT AGREEMENT WITH W.F.C.  
COMPANY, INC., d/b/a WARMINSTER FIBERGLASS  
COMPANY, RESOLVING CERTAIN CLAIMS OF THE TOWN

WHEREAS, on or about September 24, 2015, the Town of Hempstead filed a summons and complaint in the Supreme Court of the State of new York, County of Nassau, under Index no. 606199-2015 against defendants Galvin Bros., Inc. and W.F.C. Company, Inc. d/b/a Warminster Fiberglass Company in respect to construction of a new Town locker facility at Atlantic Beach Estates; and

WHEREAS, the Town W.F.C. Company, Inc. d/b/a Warminster Fiberglass Company after due deliberation and conference are desirous of entering a stipulation of settlement and have prepared a certain "Settlement Agreement" in respect thereto, and to which Galvin Bros., Inc. is not a party; and

WHEREAS, the Town Attorney recommends that he be authorized to enter into the Settlement Agreement on behalf of the Town:

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney be and he hereby is authorized at his discretion to enter into the said "Settlement Agreement" and any related documentation to effectuate the terms thereof.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

27490



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY TO  
ENTER INTO A STIPULATION SETTLING CERTAIN  
FEDERAL LITIGATION DEALING WITH USAGE OF  
PROPERTY ON REDFERN AVENUE IN INWOOD, TOWN OF  
HEMPSTEAD.

WHEREAS, on June 24, 2016, 1253 Franklin LLC, Redrock Industries, LLC, Woodruff Con, LLC and Bais Ruchama Fund, LLC commenced an action before the United State4s District Court for the Eastern District of New York (Docket no. CV-03492) challenging the determinations of the Town of Hempstead and the Board of Appeals in respect to a proposal to use premises located at 33 Redfern Avenue and 21 Redfern Avenue, Inwood New York for a synagogue and accessory place of public assembly; and

WHEREAS, the parties after due deliberation and conference are desirous of entering a stipulation of settlement to be so-ordered by the Court and have prepared a certain "Settlement Agreement" in which no allegations made by 1253 Franklin LLC, Redrock Industries, LLC, Woodruff Con, LLC and Bais Ruchama Fund, LLC are admitted or denied; which does not include the Board of Appeals and in no way binds the Board of Appeals, an independent body of the Town, to undertake any particular course of action in exercising its jurisdiction over the proposal; and which does not bind the Town or Board of Appeals to pay any damages or fees to any party; and

WHEREAS, the Town Attorney recommends that he be authorized to enter into the Settlement Agreement on behalf of the Town:

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney be and he hereby is authorized at his discretion to enter into the said "Settlement Agreement" on behalf of the Town of Hempstead in connection with an action brought before the United States District Court for the Eastern District of New York (Docket no. CV-03492) challenging the determinations of the Town of Hempstead and the Board of Appeals in respect to a proposal to use premises located at 33 Redfern Avenue and 21 Redfern Avenue, Inwood New York for a synagogue and accessory place of public assembly, which action was brought 1253 Franklin LLC, Redrock Industries, LLC, Woodruff Con, LLC and Bais Ruchama Fund, LLC commenced.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: ~~Item #~~

33

Case #

27490

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY TO  
EXECUTE A RETAINER AGREEMENT WITH WERDANN  
DEVITO, LLC TO PROVIDE FORENSIC ACCOUNTING  
SERVICES WITH RESPECT TO CERTAIN PENDING  
LITIGATION AGAINST THE TOWN OF HEMPSTEAD

WHEREAS, heretofore there was a legal action commenced  
against the Town of Hempstead in the Supreme Court of the  
State of New York, County of Nassau, under Index no. 604281-  
2017, by Double Eagle Golf, Inc.; and

WHEREAS, in order to properly address the litigation it  
is necessary for the Town to retain the services of an  
expert forensic accounting firm; and

WHEREAS, Werdann Devito, LLC with offices at 67 Walnut  
Avenue, Suite 405, Clark, New Jersey, 07066 is an expert  
forensic accounting firm that has sent a proposed retainer  
agreement dated July 27, 2017 to the Town of Hempstead,  
through the Town's special counsel in the action, Bisceglie  
Associates, P.C. of Mineola, New York; and

WHEREAS, the proposed retainer agreement has been  
reviewed by the Town Attorney; and

WHEREAS, it is in the public interest for the Town to  
enter into the proposed retainer agreement:

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney be and he hereby is  
authorized to execute the proposed retainer agreement with  
Werdann Devito, LLC, providing for expert forensic accounting  
services as necessary to properly address the action; and be it  
further

RESOLVED, that the funds be paid out of the appropriate  
account as determined by the Town Comptroller.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item # 34

Case # 27490



August 31, 2017

**VIA E-MAIL (jra@tohmail.org) AND REGULAR MAIL**

Mr. Joseph Ra, Esq.  
Town Attorney  
Town of Hempstead  
One Washington Street  
Hempstead, NY 11550

**Re: Double Eagle Golf, Inc. vs. Town of Hempstead**  
**Index No.: 604281/2017**

Dear Mr. Ra:

Werdann DeVito LLC will apply the forensic accounting procedures listed below plus any other procedures deemed necessary relevant to this engagement to assist counsel in establishing financial damages. These damages may include but are not limited to; missing or converted assets, improperly disbursed cash, improper personal expenditures, missing or diverted revenue, and any other financial damages caused by Double Eagle Golf, Inc. (DEG), etc.

**Forensic Accounting Procedures:**

1. Inspect all relevant DEG documents such as Management Agreements, liquor licenses, employment contracts, loan documents, etc.;
2. Review all legal pleadings such as the Complaint, Answers, Counter-Claims, Deposition Transcripts, etc.
3. Detailed analysis of historical DEG accounting records including but not limited to detailed general ledgers, trial balances, financial statements, bank statements, canceled checks, vendor invoices, point of sale system reports, etc.;
4. Confirm frequent or unusual DEG activities with third parties (vendors and customers);
5. Perform required, random and selected mathematical computations;
6. Walk through and trace DEG revenue, cash receipts, cash disbursements, vendor payments, management transactions, etc.;
7. Review DEG electronic mail and other correspondence related to financial issues/damages;
8. Review and analyze all DEG related party transactions for accuracy;
9. Prepare predictive analytics;

10. Conduct interviews;
11. Review work performed by other professionals for DEG;
12. Any other procedures deemed necessary to provide an accurate outcome.
13. Prepare the appropriate document requests and, if requested, assist in preparation of interrogatories;  
wq
14. Assist with case strategy, developing deposition inquiries regarding financial matters, and preparing requests for the production of records;
15. Accompanying counsel to meetings and court sessions, and preparing presentations for such meetings;
16. Provide expert witness testimony (if necessary);
17. Assist in settlement conference and related regulations (if necessary);
18. Attend depositions as requested by counsel; and
19. Prepare the appropriate economic loss damage/report in coordination with findings.

As discussed above, during the course of our engagement it may be necessary for us to prepare a written report that supports our conclusions. If this is the case, we will report to counsel directly, and will submit all reports, communications, and work product to counsel. These reports are to be used only in connection with the referenced litigation and may not be published or used in any other manner without the written consent of this firm. We will not assume any responsibility or liability for losses suffered by any parties as a result of the circulation, publication, reproduction or use of this report contrary to the provision of this paragraph.

You agree that possession of the working papers or other written documentation regarding the engagement does not carry with it the right of publication of all or part of it, nor may it be used or relied upon without previous written consent for any purpose other than that set forth above.

Because of the adversarial nature of any dispute, it is common that parties in litigation challenge the admissibility of an expert's opinion. You hereby acknowledge that Werdann DeVito LLC is being retained because its professionals satisfy the necessary requirements of knowledge, skill, experience, training or education.

You acknowledge that the opinions rendered by Werdann DeVito LLC are our good faith opinions supported by a reasonable amount of research and analysis, but it is only the unbiased judgment of Werdann DeVito LLC. Failure of our opinion to be accepted for any reason by any party, person or government entity shall not:

1. Constitute a breach of any of Gerald H. Werdann, CPA/ABV/CFF or Werdann DeVito LLC's duties under this agreement;
2. Constitute negligence of any kind on the part of Gerald H. Werdann, CPA/ABV/CFF or Werdann DeVito LLC;
3. Give rise to any cause of action by Town of Hempstead or Double Eagle Golf Inc.; and
4. Relieve Town of Hempstead or Double Eagle Golf Inc. of any duties.

You agree to review as appropriate prior to the release of our report or opinion and the rendering of any expert testimony that the anticipated report or testimony has the appropriate basis in fact and such testimony is both relevant and reliable. After your review, if you disagree with this assessment, you agree to notify us immediately about the specifics of your disagreement.

In addition, this engagement may require the retention of an outside consultant. If this is the case, and after the approval of counsel, the consultant shall invoice this firm and the invoices will be included in and become part of our invoices.

During the course of the pending or actual litigation, it may also be necessary to request additional documents. If this is the case, we will provide a written request as soon as we become aware of such a requirement.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

Our billings will be sent via e-mail and regular mail to Bisceglie & Associates P.C (counsel) and the Town of Hempstead. The law firm of Bisceglie & Associates P.C. shall have no obligation to satisfy the fees from this engagement. It is agreed that our fee is not contingent on the results of the litigation. Town of Hempstead will be responsible to satisfy all invoices associated with this engagement. We will submit bills to you monthly, and in turn you will submit our invoice as part of your invoice to the Town of Hempstead. Our invoice shall be immediately payable upon the receipt of funds from the Town of Hempstead. Our invoices will be based on our standard hourly rates for this type of litigation consulting. These hourly rates are as follows: Partners \$395 per hour, Senior Managers \$275 per hour, Managers \$210 per hour, Senior Staff \$165-\$185 per hour, Jr. Staff \$125-\$145 per hour and para professionals \$85 per hour plus out-of-pocket expenses. Our hourly rates are subject to change from time to time due to changing market conditions, and you will be responsible for our fees at increased rates when our rates change.

We reserve the right to defer rendering further services until payment is received on past due invoices over 30 days. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Amounts not paid within 60 days from the invoice date will be

subject to a late payment charge of 1.5% per month (18% per year). If for any reason the account is turned over to an attorney for collection, an additional charge of 33 1/3% of the outstanding balance (including the late payment charges in the outstanding balance) will be added to cover collection costs.

If information becomes known that would make our continued involvement in this engagement inappropriate, or if the attorney or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damages. In addition, you agree to indemnify us for any legal fees incurred by us as a result of false representations made to us by you and your client.

In the event that we use electronic mail at any time to communicate with each other, or with third parties, you acknowledge that we have advised you that electronic mail may be subject to a higher risk of interception or unauthorized access than wire-line telephone communication. If at any time you desire that we not use electronic mail, you will advise us of such a desire and we will act in accordance with your instructions. If you do not advise us, we will assume that you consent to the use of electronic mail for communications between staff and you or other persons with respect to your matter.

We performed an internal search for any potential conflicts of interest based upon the names of the parties that you have provided. We have not found any conflict of interest with respect to any of these parties.

Our work will be prepared in accordance with the standards promulgated by the AICPA. All staff associate with our work are subject to the AICPA Code of Professional Conduct. "Principles of Professional Conduct" (AICPA, ET sec. 0.300), covers the following principles:

1. Responsibilities (ET sec. 0.300.020)
2. Public Interest (EET sec. 0.300.030)
3. Integrity (ET sec. 0.300.040)
4. Objectivity and Independence (ET sec. 0.300.050)
5. Due Care (ET sec. 0.300.060)
6. Scope and Nature of Services (ET sec. 0.300.070)

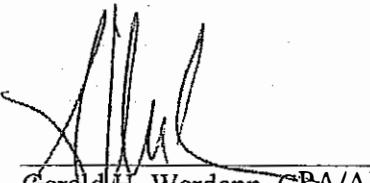
"The General Standards Rule" (AICPA, ET sec. 1.300.001 and 2.300.001), covers the following standards:

1. Professional Competence
2. Due Professional Care
3. Planning and Supervision
4. Sufficient Relevant Data

The AICPA has determined that the above-described Services are subject to CS section 100. As part of our compliance with CS section 100, this Engagement Letter is designed to establish with you/you and your clients a written or oral understanding about the responsibilities of the parties and the nature, scope and limitations of services to be performed, and to modify the understanding if circumstances require a significant change during the engagement. In addition, we intend to inform you/you and your clients of (a) conflicts of interest that may occur, (b) significant reservations concerning the scope or benefits of the engagement, and (c) significant engagement findings or events. By signing this Agreement, Bisceglie & Associates P.C., and Town of Hempstead agree that our communications to Bisceglie & Associates P.C. as counsel to clients will discharge our client communication responsibilities as described in CS section 100.

By acknowledging acceptance of the terms of this engagement, Bisceglie & Associates P.C., and Town of Hempstead employs Werdann DeVito LLC on the terms and conditions set forth herein. If this is in accordance with your understanding and meets with your approval please sign and date one copy of this letter in the space provided. This agreement will become effective when you return the signed copy to us with the retainer. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to describe these revisions in an addendum to this letter.

Very truly yours,  
Werdann DeVito LLC

By:   
Gerald H. Werdann, CPA/ABV/CFF



**WERDANN DEVITO LLC**  
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

Accepted by:

Town of Hempstead

Accepted by:

Bisceglie & Associates, P.C.

\_\_\_\_\_  
Joseph Ra, Esq., Town Attorney

\_\_\_\_\_  
Angelo R. Bisceglie Jr., Esq.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

GHW/yd

c: Angelo Bisceglie, Esq. - **Via E-Mail Only**

J:\WORDDOC\Double Eagle Golf Inc vs Town of Hempstead\engagement letter 7-17.docx



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY TO  
EXECUTE A SERVICE AGREEMENT WITH RTP  
ENVIRONMENTAL SERVICES, INC. TO PROVIDE  
ASSISTANCE WITH CERTAIN POTENTIAL AIR QUALITY,  
NOISE AND VIBRATION MATTERS IN THE TOWN OF  
HEMPSTEAD

WHEREAS, there is a need to address problems caused by  
certain industrial uses creating adverse conditions relating  
to air quality, noise and vibration in the Town of  
Hempstead; and

WHEREAS, RTP Environmental Associates, Inc., 400 Post  
Avenue, Westbury, New York, has submitted a letter to the  
Town dated August 7, 2017 offering to provide consulting  
services to address possible adverse conditions in respect  
to an industrial storage facility in Oceanside, as well as a  
proposed service agreement therefor, providing for an  
estimated 20 hours of work and a cost of not more than  
\$5,000.00; and

WHEREAS, the Town Attorney has reviewed the proposed  
service agreement; and

WHEREAS, it is in the public interest for the Town to  
enter into the proposed service agreement:

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney be and he hereby is  
authorized to execute the proposed service agreement with RTP  
Environmental Services, Inc., providing for an estimated 20  
hours of work and a cost of not more than \$5,000.00; and be it  
further

RESOLVED, that the funds be paid out of the appropriate  
account as determined by the Town Comptroller.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

Case #

27490

**SERVICE AGREEMENT  
BETWEEN  
RTP ENVIRONMENTAL ASSOCIATES, INC.  
AND  
TOWN OF HEMPSTEAD**

THIS AGREEMENT is entered into between RTP ENVIRONMENTAL ASSOCIATES, INC. hereinafter called Consultant, and **TOWN OF HEMPSTEAD** hereinafter called Client. In consideration of the covenants herein contained and upon subject to the mutual terms and conditions set forth herein, the parties hereto agree as follows:

1. **SCOPE OF WORK** - Consultant shall provide environmental consulting services for **TOWN OF HEMPSTEAD** as outlined in RTP ENVIRONMENTAL ASSOCIATES, INC.'s letter proposal to **WILLIAM MULLER** dated **AUGUST 7, 2017**.
2. **PAYMENT** - For performance of the Services provided and as outlined in RTP ENVIRONMENTAL ASSOCIATES, INC.'s letter proposal dated **AUGUST 7, 2017**, Consultant shall invoice the Client according to the attached Schedule of Charges and Client shall pay Consultant at 400 Post Avenue, Suite 405, Westbury, New York 11590 at the time specified herein. Terms for payment are net 30 days with 1.5% per month service charge on balances past due 30 days or more.
3. **RESPONSIBILITY OF CONSULTANT** - Consultant shall perform the Services as an independent contractor in accordance with its own methods, terms of this Agreement, and applicable laws and regulations. Consultant's liability arising out of or in connection with the Services shall be limited to performing at its own expense Services which are (1) deficient because of Consultant's failure to perform said Services in accordance with normal professional standards for performing services of a similar nature, and (2) reported in writing to Consultant within a reasonable time, not to exceed thirty (30) days from the completion of the Services in accordance with Article 6. Where Client's project requires public agency approval, Consultant will attempt to assist in facilitating approval. However, Consultant does not assume responsibility for securing approval by such agency.

Because of the nature of the work involved in this proposal, the Client shall indemnify and save and hold harmless from and against any damage, liability, loss, cost or claim, whether occasioned by RTP ENVIRONMENTAL ASSOCIATES, INC., its officers, employees and agents or any other person or persons arising out of, resulting from or related to, the performance of the work provided for in this agreement; provided, however, that Client shall not be obligated hereunder to indemnify, save and hold harmless Consultant, its officers, employees or agents against any damage, liability, loss, cost, or claim which arises out of or in connection with the intentional wrongful acts of, or the active negligence of, Consultant, or its officers, employees or agents.

4. **ASSIGNMENT AND SUBCONTRACTING** - This Agreement shall not be assigned by either party without the prior written approval of the other. Consultant may subcontract portions of the services to a qualified subcontractor with prior approval of Client. Consultant agrees that Client will incur no duplication of costs as a result of any subcontract.

**SERVICE AGREEMENT  
BETWEEN  
RTP ENVIRONMENTAL ASSOCIATES, INC.  
AND  
TOWN OF HEMPSTEAD**

**Continued**

5. **INSURANCE** - RTP maintains at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as may protect **TOWN OF HEMPSTEAD** and its employees from claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement up to the limits specified below.

1. **Comprehensive General Liability on an occurrence basis:**
  - a) General aggregate - \$6,000,000
  - b) Products completed, operations aggregate - \$4,000,000
  - c) Personal and advertising injury - \$3,000,000
  - d) Each occurrence - \$3,000,000
  - e) Medical expense (any one person) \$5,000

Additional limits can also be considered on a per project basis, when necessary.

2. **Automobile Liability:**
  - a) Hired autos - \$1,000,000
  - b) Non-owned auto coverage - \$1,000,000
3. **Workers Compensation Insurance and Employer Liability:**
  - a) Each accident - \$1,000,000
  - b) Disease - policy limit \$1,000,000
  - c) Disease - each employee \$1,000,000
4. **Disability Benefits: Liability (State statutory requirements)**
5. **Professional Errors and Omissions Insurance coverage of \$3,000,000 per claim.**

RTP's insurance may not cover the actions of its subcontractors and those subcontractors not covered should be required to meet stipulated insurance requirements of the client.

6. **COMPLETION AND ACCEPTANCE** - Upon completion of the Services by Consultant, Client shall promptly provide Consultant with a written listing of any Services not completed. Any Services not listed by Client as incomplete in a listing delivered to Consultant within thirty (30) days of completion of said Services shall be deemed complete and accepted. With respect to Services listed by Client as incomplete, Consultant shall complete such Services and the above acceptance procedure shall be repeated.

**SERVICE AGREEMENT  
BETWEEN  
RTP ENVIRONMENTAL ASSOCIATES, INC.  
AND  
TOWN OF HEMPSTEAD**

**Continued**

7. **TERMINATION** - Client may terminate, with or without cause, upon thirty (30) days written notice to Consultant. Absent Consultant's breach of this Agreement, Consultant shall be paid for Services rendered to the date of termination. Consultant may suspend or terminate this Agreement upon seven days written notice to Client in the event of substantial failure by Client to perform in accordance with the terms of this Agreement including, but not limited to, nonpayment of amounts owing to Consultant through no fault of Consultant or an unreasonable delay caused by Client or its agents.
  
8. **DELAY; FORCE MAJEURE** - Should performance of the Consultant's services be materially hampered by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of contractors (other than Consultant's contractors), fires, floods, labor disturbances, and unusually severe weather.  
  
If a Force Majeure occurs, Consultant will be granted a time extension based upon the effect of the Force Majeure upon Consultant's performance. The parties will also agree upon terms and conditions, including additional compensation, for continuation or termination of this Agreement. If no agreement is reached, a Force Majeure which continues for 120 days from the event of Force Majeure gives Consultant the option to terminate its obligations under this Agreement in accordance with Article 7.
  
9. **GOVERNING LAW** - This Agreement is to be governed by and construed in accordance with the laws of New York. Any action at law or judicial proceeding instituted for the breach of this Agreement shall be resolved only in the State or Federal courts of the County of Nassau, State of New York.
  
10. **AMENDMENTS** - Any amendment to this Agreement shall be in writing and signed by Consultant and Client. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment to the provisions with a view toward affecting the purpose of this Agreement. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an Agreement. In such a case, the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.
  
11. **TESTIMONY** - Should Consultant, its directors, officers or employees be required to testify or to submit information to any judicial or administrative hearing concerning matters, this will be performed in accordance with the Cost Schedule then in effect. Should Consultant be required by a third party to testify at such a hearing, Consultant shall notify Client as to the date and time of such hearing. Client agrees to save and hold harmless Consultant from and against all costs incurred as a result of a judicial or administrative hearing concerning the services provided for herein.

**SERVICE AGREEMENT  
BETWEEN  
RTP ENVIRONMENTAL ASSOCIATES, INC.  
AND  
TOWN OF HEMPSTEAD**

**Conclusion**

12. TIME TO BAR TO LEGAL ACTION

A. Period: All legal actions, including claims for indemnity, by either party against the other for failure to perform or to perform properly under this Agreement or any legal action however denominated or essentially based upon such breach shall be barred two (2) years from commencement of the period defined in B.

B. Commencement of Period: The period commences when the claimant knew or should have known of its claim. But, in any event, the period commences for:

1. Client claims when Consultant's performance is substantially complete; and
2. Consultant claims when final payment by Client has been made.

13. ENTIRE AGREEMENT - In the event any services provided for herein are authorized by the client to be performed or caused to be performed by Consultant prior to the effective date of this Agreement, such Services shall be deemed to have been performed under this Agreement. This Agreement, including all attachments incorporated herein by reference, constitutes the entire Agreement between the parties. Any oral agreements, understandings, proposals, purchase orders or negotiations are intended to be integrated herein and to be superseded by the terms and conditions of this Agreement.

**AUTHORIZATION TO PROCEED:**  
Per Proposal Dated AUGUST 7, 2017

**TOWN OF HEMPSTEAD**

**RTP ENVIRONMENTAL ASSOCIATES, INC.**

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

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

signature

signature

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

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

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

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

**SCHEDULE OF CHARGES 2017  
TOWN OF HEMPSTEAD**

PERSONNEL CHARGES

<u>Title</u>	<u>Billing Rate</u>
Principal/Associate	\$150/hr to \$325/hr
Senior Project Manager	\$180/hr to \$300/hr
Project Manager	\$120/hr to \$250/hr
Project Engineer (I, II, III, IV)	\$120/hr to \$250/hr
Senior Scientist (I, II, III, IV)	\$110/hr to \$200/hr
Scientist/Engineer (I, II, III, IV)	\$ 80/hr to \$150/hr
Technical Specialist (I, II, III, IV)	\$100/hr to \$180/hr
Assistant Scientist (I, II, III, IV)	\$ 60/hr to \$ 80/hr
Word Processor/Technician (I, II, III, IV)	\$ 50/hr to \$100/hr
Expert Testimony/Depositions	rates quoted with respect to activity

OTHER CHARGES

Reproduction (per basic sheet)	\$ 0.20
Automobile (per mile)	\$ 0.535

Outside services, equipment and facilities not furnished directly by RTP ENVIRONMENTAL ASSOCIATES, INC., will be billed at cost plus 10%. Services may include, but are not limited to the following:

Rental of equipment and vehicles,  
 Outside laboratory testing,  
 Special fees, permits, insurance, etc.,  
 Transportation on public carriers,  
 Printing and photographic reproduction,  
 Subcontractors to RTP Environmental Associates, Inc.,  
 Meals and lodging and  
 Shipping, telephone and other materials.

Payment Terms: Net thirty (30) days. Thereafter, one and one-half percent (1½%) interest per month on the unpaid balance will be charged.

Case No.

Resolution No.

Adopted:

Councilman offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING PAYMENT OF INVOICE ISSUED BY ACME AUTO LEASING FOR CERTAIN EXCESS WEAR AND TEAR DAMAGES ON ELEVEN (11) AUTOS LEASED THROUGH NEW YORK STATE OFFICE OF GENERAL SERVICES PROCUREMENT AWARD NO. 21896-PF UNDER NEW YORK STATE OFFICE OF GENERAL SERVICES PROCUREMENT CONTRACT NO. PC65041**

**WHEREAS**, by Town Board Resolution No.491-2010 adopted on April 20, 2010 this Board authorized the leasing of four (4) vehicles from Acme Auto Leasing, LLC through the New York State Office of General Services Procurement Award No. 21896-PF under New York State Office of General Services Procurement Contract # PC65041 to be used by the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") with leases to commence on or after June 1, 2010; and

**WHEREAS**, by Town Board Resolution No.599-2013 adopted on May 21, 2013 this Board authorized the extension of the above leases for four (4) vehicles from Acme Auto Leasing, LLC through the New York State Office of General Services Procurement Award No. 21896-PF under New York State Office of General Services Procurement Contract # PC65041 to be used by the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department"); and

**WHEREAS**, by Town Board Resolution No.297-2011 adopted on March 8, 2011 this Board authorized the leasing of eight (8) vehicles from Acme Auto Leasing, LLC through the New York State Office of General Services Procurement Award No. 21896-PF under New York State Office of General Services Procurement Contract # PC65041 to be used by the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") with leases to commence on or after June 1, 2011; and

**WHEREAS**, by Town Board Resolution No.453-2014 adopted on April 8, 2014 this Board authorized extension of the above leases of eight (8) vehicles from Acme Auto Leasing, LLC through the New York State Office of General Services Procurement Award No. 21896-PF under New York State Office of General Services Procurement Contract # PC65041 to be used by the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department"); and

Item # 36  
Case # 22458

**WHEREAS**, In accordance with the above New York State Office of General Services Procurement Award No. 21896-PF under New York State Office of General Services Procurement Contract # PC65041 prior to Acme Auto Leasing, LLC's removal of the leased vehicles from the Town, it was to cause an appraisal to be conducted to determine damages beyond normal wear and tear with the Town assuming all responsibility for reconditioning the vehicles returned, but only to the extent listed on the appraisal; and

**WHEREAS**, in August, 2016 Acme Auto Leasing, LLC caused an appraisal to be performed on eleven (11) of the above automobiles, surrendered by the Town; and

**WHEREAS**, the Town negotiated adjustments to the damages noted in the above appraisals from the total damages noted in such reports; and

**WHEREAS**, Acme Auto Leasing, LLC issued Invoice Number 16105089D in the amount of Eight Thousand, One Hundred Forty Eight 04/100 Dollars (\$8,148.04) representing the adjusted total excess damages on the 11 autos.

**NOW THEREFORE BE IT**

**RESOLVED**, the Commissioner of the Department of Planning and Economic Development is authorized to pay Invoice Number 16105089D issued by Acme Auto Leasing, LLC in accordances with the provisions of the New York State Office of General Services Procurement Award No. 21896-PF under New York State Office of General Services Procurement Contract # PC65041; and

**BE IT FURTHER**

**RESOLVED**, the Eight Thousand One Hundred Forty Eight 04/100 Dollars (\$8,148.04) required to pay Invoice Number 16105089D shall be drawn from the appropriate Federal Community Block Grant funds for the appropriate Community Development Block Grant Year.

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

Ayes:

Nayes:



CASE NO.

RESOLUTION NO..

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION EXTENDING TIME TO SECURE BUILDING PERMITS BY WATERVIEW LAND DEVELOPMENT LLC WITH RESPECT TO TOWN BOARD RESOLUTION NO. 264-2015 ADOPTED MARCH 10, 2015 REZONING FROM INDUSTRIAL DISTRICT TO CA-S RESIDENCE DISTRICT A PARCEL OF REAL PROPERTY LOCATED AT THE INTERSECTION FORMED BY PETIT PLACE AND WATERVIEW ROAD WITH A FRONTAGE OF APPROXIMATELY 260 FEET ON THE SOUTH SIDE OF WATERVIEW ROAD AND BOUNDED BY REYNOLD'S CHANNEL TO THE SOUTH, ISLAND PARK, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Building Zone Ordinance of the Town of Hempstead requires that building permits be secured within a certain period of time; and

WHEREAS, for good cause shown, this Town Board may grant a longer period of time for securing said permits; and

WHEREAS, the Petitioner has encountered technical and procedural difficulties in securing the aforesaid permits; and

WHEREAS, the Petitioner's attorney transmitted a letter dated November 10, 2016 on behalf of the Petitioner to the Town Attorney's office requesting an extension of time; and

WHEREAS, this is a matter that can be considered by this Board in determining whether an extension can be granted;

NOW, THEREFORE, BE IT

RESOLVED that this Board determines that the Petitioner has shown sufficient cause for this Board to grant an extension of time for securing said permits;

and, BE IT FURTHER

RESOLVED, that the period for securing the building permits is extended not to exceed beyond February 28, 2018.

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

AYES:

NOES:

Item #

37

Case #

29118

CASE NO.

RESOLUTION NO.

Adopted:

Council  
follows:

offered the following resolution and moved its adoption as

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

WHEREAS, Cedar Cove Redevelopment Company Owners Corp. has been duly organized as a mutual redevelopment 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 Cedar Street, Seaford, New York, known as Cedar Cove at Seaford, which site is designated on the Nassau County Land and Tax Map as Section 63, Block 22, Lots 891, 892 and 893; and

WHEREAS, on June 6, 1989 by Resolution No. 719-989 this Town Board, after a public hearing, rezoned the Project Property to "GA Golden Age Residence GA" and pursuant to Resolution No 756-1989 a Declaration of Covenants and Restrictions were duly filed in the office of the Clerk of Nassau County at Deed 9999 page 687 on June 22, 1989; and

WHEREAS, pursuant to Resolution No. 421-1992 adopted April 7, 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 Tax Map as Section 63, Block 22, Lots 891, 892 and 893; and

WHEREAS, PHFL § 125.1(a) 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 Cedar Cove will apply to the County of Nassau for said twenty-five (25) year extension; and

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

Item #

38

Case #

23470

WHEREAS, it is in the public interest that the extension of Cedar Cove's tax exemption be granted and that the Town of Hempstead declare its support for such application,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes and approves the application of Cedar Cove Redevelopment Company Owners Corp. to Nassau County for the extension of the twenty-five (25) year tax exemption for Cedar Cove for an additional twenty-five (25) years under PHFL § 125; and it is further

RESOLVED, that the Town Comptroller 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 hereby authorized to 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 of the Town's support 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 seconded by \_\_\_\_\_ and adopted by the Town Board.

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO SETTLE THE CLAIM OF ALLSTATE INSURANCE  
COMPANY AS SUBROGEE OF FRANCISCA GORDON  
IN THE AMOUNT OF \$19,529.55.

WHEREAS, Second Look, Inc. with offices in Hauppauge, New York, on behalf of Allstate Insurance Company a/s/o Francisca Gordon, made a claim under the applicable provisions of No-Fault/Personal Injury Protection (PIP) treatment of personal injuries sustained by Francisca Gordon when she was in an accident with a Highway Department truck on Franklin Avenue at its intersection with Park Avenue in Franklin Square, New York, on January 28, 2016; and

WHEREAS, subsequent to making this claim, an arbitration hearing was held regarding this No-Fault Personal Injury Protection (PIP) Claim; and

WHEREAS, an arbitration award was made in favor of Allstate Insurance Company a/s/o Francisca Gordon in the amount of \$19,529.55; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Attorney is hereby authorized to pay the arbitration award of Allstate Insurance Company a/s/o Francisca Gordon, regarding medical services rendered to Francisca Gordon pursuant to the applicable No-Fault/Personal Injury Protection provisions in the amount of \$19,529.55, 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 #

39

Case #

10889



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  
ANA MOLINA IN THE AMOUNT OF \$20,000.00.

WHEREAS, Ana Molina, by her attorneys, Nichols and Cane, LLP, with offices in Syosset, New York, made claim against the Town of Hempstead for personal injuries Ana Molina sustained when she fell on the walkway located at the Town of Hempstead West Marina in Point Lookout, New York on July 17, 2010; and

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

WHEREAS, prior to a jury trial on liability, a proposal was made between Nichols and Cane, LLP, attorneys for Ana Molina, and the Town of Hempstead trial counsel to settle the personal injury claim of Ana Molina in the amount of \$20,000.00; and

WHEREAS, Nichols and Cane, LLP, attorneys for Ana Molina, 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 Ana Molina in the amount of \$20,000.00 regarding an accident occurring on July 17, 2010, said amount to be paid out of the General Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

40

Case #

10889



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

Item # 41

Case # 7



CASE NO. 29751

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 65-2017, 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 19, 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. 65-2017, 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 # 42

Case # 29751

**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 19<sup>th</sup> 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:

BELLMORE  
Section 202-15

MIDWOOD AVENUE (TH 294/17) East Side - NO PARKING 9 AM TO 4 PM EXCEPT SUNDAYS & HOLIDAYS - starting at a point 156 feet north of the north curbline of Merrick Road, north for 98 feet.

MIDWOOD AVENUE (TH 294/17) East Side - THREE HOUR PARKING 9 AM TO 5 PM EXCEPT SATURDAYS - starting at a point 156 feet north of the north curbline of Merrick Road, north for 98 feet.

MIDWOOD AVENUE (TH 294/17) West Side - NO PARKING 9 AM TO 4 PM EXCEPT SUNDAYS & HOLIDAYS - starting at a point 252 feet north of the north curbline of Merrick Road, north for 89 feet.

MIDWOOD AVENUE (TH 294/17) West Side - THREE HOUR PARKING 9 AM TO 5 PM SATURDAYS - starting at a point 252 feet north of the north curbline of Merrick Road, north for 89 feet.

EAST ATLANTIC BEACH  
Section 202-9

MALONE AVENUE (TH 340/17) West Side - NO PARKING JUNE 15 - SEPTEMBER 10, from the south curbline of Beech Street, south for a distance of 150 feet.

MALONE AVENUE (TH 340/17) West Side - NO PARKING JUNE 15 - SEPTEMBER 10 - starting at a point 165 feet south of the south curbline of Beech Street, south for a distance of 177 feet.

FRANKLIN SQUARE  
Section 202-7

MAXWELL STREET (TH 283/17) North Side - TWO HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS & HOLIDAYS - from New Hyde Park Rd., west to Pacific Ave.

HEWLETT  
Section 202-16

HAMILTON AVENUE (TH 291/17) East Side - ONE HOUR PARKING 8 AM - 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - from the south curbline of Oak Place, south for a distance of 57 feet.

(NR) ISLAND PARK  
Section 202-28

BAKER COURT (TH 315/17) North Side - NO PARKING 9 AM TO 1 PM MONDAY THRU FRIDAY - starting at a point 194 feet east of the east curbline of Austin Blvd., east for a distance of 117 feet.

MERRICK  
Section 202-11

CITY PLACE (TH 335/17) East Side - NO PARKING ANYTIME EXCEPT SUNDAYS & HOLIDAYS - starting at a point 135 feet south of the south curbline of Sunrise Highway, south to the north curbline of City Ave.

SOUTH HEMPSTEAD  
Section 202-25

BEECH STREET (TH 296/17) South Side - NO PARKING 6 PM to 6 AM - starting at a point 302 feet west of the west curbline of Long Beach Road, west for a distance of 100 feet.

UNIONDALE  
Section 202-12

HEMPSTEAD BOULEVARD (TH 146/17) North Side -  
15 MINUTE PARKING 10 AM TO 4 PM - starting at a point 72  
feet west of the west curblineline of Uniondale Avenue, then west for  
a distance of 20 feet.

HEMPSTEAD BOULEVARD (TH 146/17) North Side - NO  
STOPPING ANYTIME 4 PM TO 10 AM - starting at a point 72  
feet west of the west curblineline of Uniondale Avenue, then west for  
a distance of 20 feet.

UNIONDALE AVENUE (TH 271/17) West Side - TWO HOUR  
PARKING 8 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS  
& HOLIDAYS - starting at a point 114 feet south of the south  
curblineline of Hempstead Blvd., south for a distance of 414 feet.

UNIONDALE AVENUE (TH 271/17) West Side - 15 MINUTE  
PARKING 8 AM TO 6 PM EXCEPT SUNDAYS & HOLIDAYS  
- starting at a point 414 feet south of the south curblineline of  
Hempstead Blvd., south for a distance of 40 feet.

UNIONDALE AVENUE (TH 271/17) West Side - TWO HOUR  
PARKING 8 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS  
& HOLIDAYS - starting at a point 454 feet south of the south  
curblineline of Hempstead Blvd., south for a distance of 30 feet.

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

FRANKLIN SQUARE  
Section 202-7

MAXWELL STREET (TH 36/14) North Side - TWO HOUR  
PARKING 8 AM - 8 PM EXCEPT SUNDAYS & HOLIDAYS -  
starting at a point 45 feet east of the east curblineline of Pacific  
Avenue, east to the west curblineline of New Hyde Park Road.  
(Adopted 4/29/14)

HEWLETT  
Section 202-16

HAMILTON AVENUE (TH 33/17) East Side - ONE HOUR  
PARKING 8 AM - 4 PM EXCEPT SATURDAY, SUNDAY &  
HOLIDAYS - starting at a point 77 feet north of the north curblineline  
of Herbert Place, then north for a distance of 26 feet.  
(Adopted 3/28/17)

(NR) ISLAND PARK  
Section 202-28

BAKER COURT (TH 368/05) North Side - NO PARKING  
9 AM TO 1 PM MONDAY THRU FRIDAY - starting at a point  
254 feet east of the east curblineline of Austin Blvd., east for a  
distance of 57 feet. (Adopted 4/4/06)

BAKER COURT (TH 368/05) North Side - NO PARKING  
9 A.M. TO 3 P.M. MONDAY THRU FRIDAY - starting at a point  
1944 feet east of the east curblineline of Austin Blvd., east for a  
distance of 60 feet. (Adopted 1/10/06)

MERRICK  
Section 202-11

CITY PLACE - East Side - NO PARKING EXCEPT SUNDAYS  
AND HOLIDAYS - starting at the north curb line of City Right of  
Way, north for a distance of 265 feet. (Adopted 7/23/57)

SOUTH HEMPSTEAD  
Section 202-25

BEECH STREET (TH 382/68) South Side - NO PARKING  
6 P.M. to 6 A.M. - starting at a point 176 feet west of the west  
curblineline of Long Beach Road, west for a distance of 238 feet.  
(Adopted 3/18/69)

UNIONDALE  
Section 202-12

UNIONDALE AVENUE (TH 522/89) West Side - TWO HOUR  
PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS  
& HOLIDAYS - starting 114 feet south of the south curblin  
of Hempstead Blvd., south to a point 266 feet north of the  
north curblin of Jerusalem Avenue. (Adopted 2/27/90)

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: September 5, 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 fifty-three of two thousand seventeen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BELLMORE  
Section 202-15

MIDWOOD AVENUE (TH 294/17) East Side - NO PARKING 9 AM TO 4 PM EXCEPT SUNDAYS & HOLIDAYS - starting at a point 156 feet north of the north curblin e of Merrick Road, north for 98 feet.

MIDWOOD AVENUE (TH 294/17) East Side - THREE HOUR PARKING 9 AM TO 5 PM EXCEPT SATURDAYS - starting at a point 156 feet north of the north curblin e of Merrick Road, north for 98 feet.

MIDWOOD AVENUE (TH 294/17) West Side - NO PARKING 9 AM TO 4 PM EXCEPT SUNDAYS & HOLIDAYS - starting at a point 252 feet north of the north curblin e of Merrick Road, north for 89 feet.

MIDWOOD AVENUE (TH 294/17) West Side - THREE HOUR PARKING 9 AM TO 5 PM SATURDAYS - starting at a point 252 feet north of the north curblin e of Merrick Road, north for 89 feet.

EAST ATLANTIC BEACH  
Section 202-9

MALONE AVENUE (TH 340/17) West Side - NO PARKING JUNE 15 - SEPTEMBER 10, from the south curblin e of Beech Street, south for a distance of 150 feet.

MALONE AVENUE (TH 340/17) West Side - NO PARKING JUNE 15 - SEPTEMBER 10 - starting at a point 165 feet south of the south curblin e of Beech Street, south for a distance of 177 feet.

FRANKLIN SQUARE  
Section 202-7

MAXWELL STREET (TH 283/17) North Side - TWO HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS & HOLIDAYS - from New Hyde Park Rd., west to Pacific Ave.

HEWLETT  
Section 202-16

HAMILTON AVENUE (TH 291/17) East Side - ONE HOUR PARKING 8 AM - 4 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - from the south curblin e of Oak Place, south for a distance of 57 feet.

(NR) ISLAND PARK  
Section 202-28

BAKER COURT (TH 315/17) North Side - NO PARKING 9 AM TO 1 PM MONDAY THRU FRIDAY - starting at a point 194 feet east of the east curblin e of Austin Blvd., east for a distance of 117 feet.

MERRICK  
Section 202-11

CITY PLACE (TH 335/17) East Side - NO PARKING ANYTIME EXCEPT SUNDAYS & HOLIDAYS - starting at a point 135 feet south of the south curblin e of Sunrise Highway, south to the north curblin e of City Ave.

SOUTH HEMPSTEAD  
Section 202-25

BEECH STREET (TH 296/17) South Side - NO PARKING 6 PM to 6 AM - starting at a point 302 feet west of the west curblin e of Long Beach Road, west for a distance of 100 feet.

UNIONDALE  
Section 202-12

HEMPSTEAD BOULEVARD (TH 146/17) North Side -  
15 MINUTE PARKING 10 AM TO 4 PM - starting at a point 72  
feet west of the west curbline of Uniondale Avenue, then west for  
a distance of 20 feet.

HEMPSTEAD BOULEVARD (TH 146/17) North Side - NO  
STOPPING ANYTIME 4 PM TO 10 AM - starting at a point 72  
feet west of the west curbline of Uniondale Avenue, then west for  
a distance of 20 feet.

UNIONDALE AVENUE (TH 271/17) West Side - TWO HOUR  
PARKING 8 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS  
& HOLIDAYS - starting at a point 114 feet south of the south  
curbline of Hempstead Blvd., south for a distance of 414 feet.

UNIONDALE AVENUE (TH 271/17) West Side - 15 MINUTE  
PARKING 8 AM TO 6 PM EXCEPT SUNDAYS & HOLIDAYS  
- starting at a point 414 feet south of the south curbline of  
Hempstead Blvd., south for a distance of 40 feet.

UNIONDALE AVENUE (TH 271/17) West Side - TWO HOUR  
PARKING 8 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS  
& HOLIDAYS - starting at a point 454 feet south of the south  
curbline of Hempstead Blvd., south for a distance of 30 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 fifty-three of two thousand seventeen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

FRANKLIN SQUARE  
Section 202-7

MAXWELL STREET (TH 36/14) North Side - TWO HOUR  
PARKING 8 AM - 8 PM EXCEPT SUNDAYS & HOLIDAYS -  
starting at a point 45 feet east of the east curbline of Pacific  
Avenue, east to the west curbline of New Hyde Park Road.  
(Adopted 4/29/14)

HEWLETT  
Section 202-16

HAMILTON AVENUE (TH 33/17) East Side - ONE HOUR  
PARKING 8 AM - 4 PM EXCEPT SATURDAY, SUNDAY &  
HOLIDAYS - starting at a point 77 feet north of the north curbline  
of Herbert Place, then north for a distance of 26 feet.  
(Adopted 3/28/17)

(NR) ISLAND PARK  
Section 202-28

BAKER COURT (TH 368/05) North Side - NO PARKING  
9 AM TO 1 PM MONDAY THRU FRIDAY - starting at a point  
254 feet east of the east curbline of Austin Blvd., east for a  
distance of 57 feet. (Adopted 4/4/06)

BAKER COURT (TH 368/05) North Side - NO PARKING  
9 A.M. TO 3 P.M. MONDAY THRU FRIDAY - starting at a point  
1944 feet east of the east curbline of Austin Blvd., east for a  
distance of 60 feet. (Adopted 1/10/06)

MERRICK  
Section 202-11

CITY PLACE - East Side - NO PARKING EXCEPT SUNDAYS  
AND HOLIDAYS - starting at the north curb line of City Right of  
Way, north for a distance of 265 feet. (Adopted 7/23/57)

SOUTH HEMPSTEAD  
Section 202-25

BEECH STREET (TH 382/68) South Side - NO PARKING  
6 P.M. to 6 A.M. - starting at a point 176 feet west of the west  
curbline of Long Beach Road, west for a distance of 238 feet.  
(Adopted 3/18/69)

UNIONDALE  
Section 202-12

UNIONDALE AVENUE (TH 522/89) West Side - TWO HOUR  
PARKING 8 AM to 6 PM EXCEPT SATURDAYS, SUNDAYS  
& HOLIDAYS - starting 114 feet south of the south curbline of  
Hempstead Blvd., south to a point 266 feet north of the north  
curbline of Jerusalem Avenue. (Adopted 2/27/90)

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

CASE NO. 29752

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 AND REPEAL "PARKING OR STANDING PROHIBITIONS" AT VARIOUS LOCATIONS.

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 66-2017, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on September 19, 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. 66-2017, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 43

Case # 29752



**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 19<sup>th</sup> 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**

YALE PLACE (TH 281/17) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Atlantic Avenue, then north for a distance of 52 feet.

YALE PLACE (TH 281/17) West Side - NO STOPPING ANYTIME - starting at a point 162 feet north of the north curbline of Atlantic Avenue, then north for a distance of 40 feet.

**ELMONT**

BAYLIS AVENUE (TH 324/17) North Side - NO PARKING ANYTIME - starting at a point 141 feet west of the west curbline of Elmont Road, west for a distance of 38 feet.

**UNIONDALE**

HEMPSTEAD BLVD (TH 146/17) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Uniondale Ave., west for a distance of 25 feet.

HEMPSTEAD BLVD (TH 146/17) North Side - NO STOPPING ANYTIME - starting at a point 25 feet west of the west curbline of Uniondale Avenue, then west for a distance of 47 feet.

HEMPSTEAD BLVD (TH 146/17) North Side - NO STOPPING ANYTIME - starting at a point 92 feet west of the west curbline of Uniondale Avenue, then west to the east curbline of Duryea Avenue.

**(NR) WESTBURY**

FRIENDS LANE (TH 333/17) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Forest Lane, west for a distance of 35 feet.

**WOODMERE**

EDWARD AVENUE (TH 295/17) East Side - NO STOPPING ANYTIME - starting at a point 60 feet north of the north curbline of West Broadway, north for a distance of 40 feet.

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

UNIONDALE

HEMPSTEAD BLVD (TH 146/17) North Side - NO  
STOPPING ANYTIME - starting at the east curblineline of  
Duryea Ave., east for a distance of 105 feet.  
(Adopted 6/20/17)

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: September 5, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

## Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty-four of two thousand seventeen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- |               |   |
|---------------|---|
| BALDWIN       | YALE PLACE (TH 281/17) West Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of Atlantic Avenue, then north for a distance of 52 feet.                                      |
|               | YALE PLACE (TH 281/17) West Side - NO STOPPING ANYTIME - starting at a point 162 feet north of the north curblineline of Atlantic Avenue, then north for a distance of 40 feet.                   |
| ELMONT        | BAYLIS AVENUE (TH 324/17) North Side - NO PARKING ANYTIME - starting at a point 141 feet west of the west curblineline of Elmont Road, west for a distance of 38 feet.                            |
| UNIONDALE     | HEMPSTEAD BLVD (TH 146/17) North Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Uniondale Ave., west for a distance of 25 feet.   |
|               | HEMPSTEAD BLVD (TH 146/17) North Side - NO STOPPING ANYTIME - starting at a point 25 feet west of the west curblineline of Uniondale Avenue, then west for a distance of 47 feet.                 |
|               | HEMPSTEAD BLVD (TH 146/17) North Side - NO STOPPING ANYTIME - starting at a point 92 feet west of the west curblineline of Uniondale Avenue, then west to the east curblineline of Duryea Avenue. |
| (NR) WESTBURY | FRIENDS LANE (TH 333/17) South Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Forest Lane, west for a distance of 35 feet.  |
| WOODMERE      | EDWARD AVENUE (TH 295/17) East Side - NO STOPPING ANYTIME - starting at a point 60 feet north of the north curblineline of West Broadway, north for a distance of 40 feet.                        |

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty-four of two thousand seventeen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following location:

- |           |   |
|-----------|---|
| UNIONDALE | HEMPSTEAD BLVD (TH 146/17) North Side - NO STOPPING ANYTIME - starting at the east curblineline of Duryea Ave., east for a distance of 105 feet.<br>(Adopted 6/20/17) |
|-----------|---|

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

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 67-2017, 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 19, 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. 67-2017, 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 # 44

Case # 29753

**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 19<sup>th</sup> 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:

BALDWIN	EDNA COURT (TH 329/17) STOP - all traffic traveling eastbound on Elm Place shall come to a full stop.
	ROCKWOOD AVENUE (TH 329/17) STOP - all traffic traveling westbound on Elm Place shall come to a full stop.
CEDARHURST	HALEVY DRIVE (TH 175/17) STOP - all traffic approaching northbound on Oakland Avenue shall come to a full stop.
(NR) ISLAND PARK	CARL STREET (TH 326/17) STOP - all motorists approaching eastbound on Fitzroy Place shall come to a full stop.
LEVITTOWN	FLAMINGO ROAD (TH 314/17) STOP - all traffic traveling northbound on Albatross Road shall come to a full stop.
OCEANSIDE	OCEANSIDE ROAD (TH 312/17) STOP - all traffic approaching eastbound on Land Place shall come to a full stop.
UNIONDALE	MYRON STREET (TH 135/17) STOP - all traffic northbound on Manor Pkwy. shall come to a full stop.
WEST HEMPSTEAD	CONCORD AVENUE (TH 301/17) STOP - all traffic northbound on Broadway 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: September 5, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

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

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

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

- BALDWIN EDNA COURT (TH 329/17) STOP - all traffic traveling eastbound on Elm Place shall come to a full stop.
- ROCKWOOD AVENUE (TH 329/17) STOP - all traffic traveling westbound on Elm Place shall come to a full stop.
- CEDARHURST HALEVY DRIVE (TH 175/17) STOP - all traffic approaching northbound on Oakland Avenue shall come to a full stop.
- (NR) ISLAND PARK CARL STREET (TH 326/17) STOP - all motorists approaching eastbound on Fitzroy Place shall come to a full stop.
- LEVITTOWN FLAMINGO ROAD (TH 314/17) STOP - all traffic traveling northbound on Albatross Road shall come to a full stop.
- OCEANSIDE OCEANSIDE ROAD (TH 312/17) STOP - all traffic approaching eastbound on Land Place shall come to a full stop.
- UNIONDALE MYRON STREET (TH 135/17) STOP - all traffic northbound on Manor Pkwy. shall come to a full stop.
- WEST HEMPSTEAD CONCORD AVENUE (TH 301/17) STOP - all traffic northbound on Broadway shall come to a full stop.

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

CASE NO. 29754

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 69-2017, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on September 19, 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. 69-2017, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 415

Case # 29754

**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 19<sup>th</sup> 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 INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS " at the following locations:

UNIONDALE

GOODRICH STREET (TH 308/17) North Side - NO STOPPING 7 AM TO 4 PM SCHOOL DAYS - from the east curbline of Chester Street, east for a distance of 394 feet.

GOODRICH STREET (TH 308/17) North Side - NO STOPPING 7 AM TO 4 PM SCHOOL DAYS -starting at a point 414 feet east of the east curbline of Chester Street, then east for a distance of 194 feet.

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

UNIONDALE

GOODRICH STREET (TH 50/96) North Side - NO STOPPING 7 AM TO 4 PM SCHOOL DAYS - from the east curbline of Chester Street, east for a distance of 603 feet.  
(Adopted 7/23/96)

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: September 5, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin Ahmad  
Town Clerk



Town of Hempstead

A local law to amend Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty-six of two thousand seventeen is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

UNIONDALE

GOODRICH STREET (TH 308/17) North Side - NO STOPPING 7 AM TO 4 PM SCHOOL DAYS - from the east curbline of Chester Street, east for a distance of 394 feet.

GOODRICH STREET (TH 308/17) North Side - NO STOPPING 7 AM TO 4 PM SCHOOL DAYS -starting at a point 414 feet east of the east curbline of Chester Street, then east for a distance of 194 feet.

Section 2. Section one hundred ninety-seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty-six of two thousand seventeen is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

UNIONDALE

GOODRICH STREET (TH 50/96) North Side - NO STOPPING 7 AM TO 4 PM SCHOOL DAYS - from the east curbline of Chester Street, east for a distance of 603 feet. (Adopted 7/23/96)

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING FOR  
THE PURPOSE OF ESTABLISHING AND SETTING  
ASIDE CERTAIN PARKING SPACES FOR MOTOR  
VEHICLES FOR THE SOLE USE OF HOLDERS OF  
SPECIAL PARKING PERMITS ISSUED BY THE  
COUNTY OF NASSAU TO PHYSICALLY  
HANDICAPPED PERSONS.

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

NOW, THEREFORE BE IT

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

ATLANTIC BEACH

SCOTT DRIVE - north side, starting  
at a point 353 feet opposite the  
southwest curblineline of Mark Lane,  
west for a distance of 20 feet.  
(TH-202/17)

BALDWIN

EXETER STREET - east side, starting  
at a point 33 feet north of the north  
curblineline of DeMott Avenue, north for  
25 feet.  
(TH-245/17)

ELMONT

WELLINGTON ROAD - east side, starting  
at a point 348 feet south of the south  
curblineline of 109th Avenue, south for 20  
feet.  
(TH-221/17)

McCLURE AVENUE - north side starting

Item #                      46

Case # 21507

at a point 196 feet west of the west curbline of Evans Avenue west for 20 feet.

(TH-243/17)

OAKLEY AVENUE - west side, starting at a point 712 feet north of the north curbline of Sweetman Avenue, north for 18 feet.

(TH-259/17)

BELMONT BOULEVARD - west side, starting at a point 218 feet north of the north curbline of Rosalind Avenue, north for 20 feet.

(TH-266/17)

#### INWOOD

ROOSEVELT AVENUE - east side, starting at a point 86 feet south of the south curbline of Douglas Street, south for a distance of 20 feet.

(TH-154/17)

#### MERRICK

LIPPOLD STREET - north side, starting at a point 196 feet east of the east curbline of Dobson Avenue, east for 20 feet.

(TH-256/17)

#### ROOSEVELT

RONALD PLACE - west side, starting at a point 157 feet north of the north curbline of Dawes Avenue, then north for a distance of 20 feet

(TH-208/17)

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

#### ELMONT

BONTA STREET - south side, starting at a point opposite a point 8 feet east of the east curbline of Biltmore Avenue, east for 20 feet.

(TH-566/07 - 1/22/08) (TH-278/17)

#### LAWRENCE

EAST AVENUE - starting at a point 54 feet north of a point opposite the north curbline of Baker Avenue north

for a distance of 20 feet.  
(TH-115/09 - 7/07/09) (TH-248/17)

; and, BE IT FURTHER

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

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

AYES:

NOES:

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ 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:

ATLANTIC BEACH

SCOTT DRIVE - north side, starting at a point 353 feet opposite the southwest curblineline of Mark Lane, west for a distance of 20 feet.  
(TH-202/17)

BALDWIN

EXETER STREET - east side, starting at a point 33 feet north of the north curblineline of DeMott Avenue, north for 25 feet.  
(TH-245/17)

ELMONT

WELLINGTON ROAD - east side, starting at a point 348 feet south of the south curblineline of 109th Avenue, south for 20 feet.  
(TH-221/17)

McCLURE AVENUE - north side starting at a point 196 feet west of the west curblineline of Evans Avenue west for 20 feet.  
(TH-243/17)

OAKLEY AVENUE - west side, starting at a point 712 feet north of the north curblineline of Sweetman Avenue, north for 18 feet.  
(TH-259/17)

BELMONT BOULEVARD - west side, starting at a point 218 feet north of the north curblineline of Rosalind Avenue, north for 20 feet.  
(TH-266/17)

INWOOD

ROOSEVELT AVENUE - east side, starting at a point 86 feet south of the south curblineline of Douglas Street, south for a distance of 20 feet.  
(TH-154/17)

MERRICK

LIPPOLD STREET - north side, starting at a point 196 feet east of the east curblineline of Dobson Avenue, east for 20 feet.  
(TH-256/17)

ROOSEVELT

RONALD PLACE - west side, starting at a point 157 feet north of the north curblineline of Dawes Avenue, then north for a distance of 20 feet  
(TH-208/17)

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

ELMONT

BONTA STREET - south side, starting at a point opposite a point 8 feet east of the east curblineline of Biltmore Avenue, east for 20 feet.  
(TH-566/07 - 1/22/08) (TH-278/17)

LAWRENCE

EAST AVENUE - starting at a point 54 feet north of a point opposite the north curblineline of Baker Avenue north for a distance of 20 feet.  
(TH-115/09 - 7/07/09) (TH-248/17)

ALL PERSONS INTERESTED shall have an opportunity to be

heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York  
, 2017

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AND ORDER CALLING A PUBLIC HEARING TO CONSIDER AUTHORIZING THE EXECUTION OF A PROPOSED LEASE AMENDMENT BETWEEN THE LEVITTOWN WATER DISTRICT AND NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS FOR USE OF SPACE ON THE WATER DISTRICT'S PROPERTY AND WATER TANK IN LEVITTOWN, NEW YORK.

WHEREAS, the Levittown Water District and New York SMSA Limited Partnership d/b/a Verizon Wireless of One Verizon Way, Basking Ridge, New Jersey have an existing lease agreement for the use of a portion of the District's property and water tank which are not required for district purposes for the installation, operation, and maintenance of a communications facility.

WHEREAS, the Water District and Verizon are desirous of amending and extending such lease agreement according to the terms and conditions contained in the proposed Second Amendment to Lease Agreement; and

WHEREAS, it is in the public interest that the required public hearing be held pursuant to law to consider the proposition hereinafter set forth;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following Order:

Item # 47  
Case # 144



At a regular meeting of the Town Board of the Town of Hempstead, Nassau County, New York, held at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, Main Street, Village and Town of Hempstead, New York on the 5th day of September, 2017.

P R E S E N T :

Hon. Anthony J. Santino, Supervisor  
Dorothy Goosby  
Edward A. Ambrosino  
Bruce A. Blakeman  
Erin King Sweeney  
Anthony D'Esposito  
Dennis Dunne, Sr.

Council Members.

ABSENT:

-----X

IN THE MATTER

- of -

THE PROPOSED LEASE AMENDMENT BETWEEN THE LEVITTOWN WATER DISTRICT and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS FOR USE OF SPACE ON THE WATER DISTRICT'S PROPERTY AND TANK IN LEVITTOWN, NEW YORK FOR A TELECOMMUNICATIONS FACILITY.

-----X

WHEREAS, pursuant to the Town Law of the State of New York Section 198 subdivision 12(a) real and personal property owned by a water district but not required for district purposes may be leased by the Town Board; and

WHEREAS, the Commissioner of the Water Department of the Town of Hempstead has requested this Town Board to consider amending and extending the existing Verizon Wireless lease for a Communications Facility on the Water District's Wantagh Avenue water tank property, which lease was made on October 2, 1990, and amended by a First Amendment dated December 13, 2005, and requires compliance with all applicable laws, including environmental, health and safety laws, which lease consists of space on the Water District's water tank and other portions of the Water District's property located at Wantagh Avenue and Universe Drive, Levittown, New York, which property is designated on the Land and Tax Map of Nassau County as Sec. 46, Blk. M, Lot 217; and

WHEREAS, the 1990 Lease provided for an initial term of five years and two additional terms of five years at the option of the tenant, and the First Lease Amendment extended the lease for an additional five years and two additional terms of five years at the option of the tenant, and the parties to the lease wish to further extend the term of the lease and provide for certain increases in rents, a one-time payment by tenant, and certain modifications to the Communications Facility; and

WHEREAS, the proposed Second Amendment To Lease Agreement includes provisions for: amendment and extension of the existing lease for three additional five-year



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

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

AYES:

NOES:

SITE NAME: NY - LEVITTOWN  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

**SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment"), made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the TOWN OF HEMPSTEAD, a municipal corporation on behalf of the DEPARTMENT OF WATER FOR THE LEVITTOWN WATER DISTRICT, having a principal office at Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York (hereinafter designated "LANDLORD") and NEW YORK SMSA LIMITED PARTNERSHIP, a limited partnership of the State of New York, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter designated "TENANT"). All capitalized terms used herein shall have the same meaning as set forth in the Lease Documents (as hereinafter defined), unless expressly set forth herein.

**WITNESSETH:**

**WHEREAS**, LANDLORD is the owner of certain real property known as and located at Wantagh Avenue, Levittown, New York as shown on the Tax Map of the County of Nassau as Section 46, Block M, Lot 217, along with the water tank (the "Water Tank") and all other improvements located thereon (hereinafter collectively referred to as the "Property"); and

**WHEREAS**, LANDLORD and TENANT entered into a Lease Agreement, fully executed on October 2, 1990 (the "Lease"), as amended by that certain Amendment to Lease Agreement, dated December 13, 2005 (the "First Amendment"), (the Lease and the First Amendment are collectively referred to herein as the "Lease Documents"), whereby LANDLORD leased to TENANT certain portions of the Property, together with other space, including, without limitation, certain space on the Water Tank for the installation, operation, and maintenance of a communications facility; and

**WHEREAS**, TENANT desires to remove, replace, and/or relocate certain antennas on the Water Tank, together with the installation of additional cables, equipment, antenna mounts, devices, components and appurtenances; and

**WHEREAS**, TENANT desires to install a backup generator (the "Generator") on the Property, along with additional cables, conduits, and appurtenances to the Generator; and

**WHEREAS**, LANDLORD and TENANT wish to extend the term of the Lease and amend certain terms and conditions as set forth herein; and

**WHEREAS**, LANDLORD and TENANT have agreed to amend the Lease Documents on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**SITE NAME:** NY - LEVITTOWN  
**SITE NUMBER:**  
**ATTY/DATE** ALG - FINAL

1. Upon the expiration of the Additional Extended Lease Terms, the Lease shall automatically be extended successively for three (3) additional five (5) year terms (each, an "Extension Term") unless TENANT terminates the Lease at the end of the then current Additional Extended Lease Term or Extension Term by providing LANDLORD with written notice of TENANT's intent to terminate the Lease at least thirty (30) days prior to the end of the then current Additional Extended Lease Term or Extension Term.

2. Notwithstanding anything to the contrary contained in the Lease Documents, commencing on the next annual anniversary of the Renewal Commencement Date (as defined in the First Amendment) which follows the full execution of this Amendment, the annual rent payable during each remaining year of any Additional Extended Lease Term or during each year of any Extension Term shall be equal to one hundred two (102%) percent of the annual rent payable during the immediately preceding year, to be paid in equal monthly installments, not one hundred four (104%) percent as provided for in Paragraph 3 of the First Amendment.

3. Within ninety (90) days after the full execution of this Amendment, as additional rent, TENANT shall make a one (1) time, non-recurring a non-refundable payment to LANDLORD in a sum equal to \$269,253.49. Notwithstanding the foregoing, such payment shall not cause or result in either the commencement of any Extension Term and shall not waive TENANT's rights as set forth in Paragraph 1 of this Amendment.

4. Commencing on the first (1st) day of the first (1<sup>st</sup>) Extension Term, the monthly rental payments pursuant to the Lease Documents shall be increased by Six Hundred 00/100 Dollars (\$600.00). Thereafter, all rental increases as described in the Lease Documents and this Amendment shall be based upon the increased rental amount described in this Paragraph 4.

5. TENANT shall have the right to modify the communications facility (the "Initial Modification"), including but not limited to: (a) replace and/or relocate up to twelve (12) existing antennas on the Water Tank with up to twelve (12) new antennas; (b) install additional GPS units, Hybrid Cables, Satellite Distribution Boxes, and up to twelve (12) RRH units on the Water Tank; (c) install the Generator; and, (d) install associated equipment, cables, conduits and appurtenances, all as generally shown on drawings LE-1 and LE-2 attached hereto as Exhibit "A-1" (the items noted in (a) through (d) of this paragraph are hereinafter collectively referred to as the "Improvements"). The term "Premises" in the Lease Documents is amended to include the space for the Improvements. Exhibit "A-1" shall replace the drawings annexed to the Lease as intended to be attached to the Lease as Exhibit "A". LANDLORD specifically consents to changes, alterations, improvements, revisions, additions, substitutions and/or replacements which are necessary to substantially conform the communications facility to the facility depicted in Exhibit "A-1" attached hereto and made a part hereof.

6. Notwithstanding anything to the contrary contained in the Lease Documents or in this Amendment, TENANT may, after its completion of the Initial Modification, and in its sole discretion, exercise a one (1) time right during the remainder of the then current Additional

SITE NAME: NY - LEVITTOWN  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

Extended Lease Term or Extension Term, to perform a second modification to its communications facility (the "Further Modification") upon providing LANDLORD with revised drawings depicting the Further Modification, which drawings shall then replace the drawings annexed hereto as Exhibit "A-1". The Further Modification must be performed in compliance with all applicable laws and will not be subject to any rent increase or to LANDLORD's consent except for the issuance of necessary building permits.

7. Paragraph 2(c), the second (2<sup>nd</sup>) sentence of Paragraph 10, the sixth (6<sup>th</sup>) subparagraph of Paragraph 12 of the Lease, and Paragraph 13 of the Lease, are all deleted in their entirety.

8. The words "Premises" in the first (1<sup>st</sup>) and second (2<sup>nd</sup>) sentences of Paragraph 5 of the Lease will be deleted and replaced with the following words: "Property excluding the Premises".

9. The words "ten (10) days" in Paragraph 15(a) of the Lease shall be deleted and replaced with the words "thirty (30) days".

10. The following language shall be inserted at the end of Paragraph 15(a) of the Lease: "No such failure shall be deemed to exist if Tenant shall commence to rectify the same within such thirty (30) day period and provided such efforts shall be prosecuted to completion with reasonable diligence".

11. Paragraph 17 of the Lease shall be deleted in its entirety.

12. Paragraph 21 of the Lease shall be deleted in its entirety and replaced with the following:

This Lease may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld or delayed. Upon notification to Landlord by Tenant of any such action, Tenant shall be relieved of all future performance, liabilities, and obligations under this Lease. No such assignment, sublease or transfer may be made for the purposes of subordinating this Lease to any financing arrangement of Tenant or its successors or its assigns. Tenant recognizes that any such subordination would be in violation of New York State

SITE NAME: NY - LEVITTOWN  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

Constitution Article 8 Section 1.

13. The words "ten-day period" in Paragraph 15(b) of the Lease shall be deleted and replaced with the words "thirty-day period".

14. Notwithstanding anything contained in the Lease Documents or this Amendment to the contrary, after completion of the installation of the Further Modification, TENANT, without LANDLORD's consent (except for a building permit) or a rent increase, shall have the right to replace, repair, add to or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Additional Extended Lease Term or Extension Term, provided that the size of the Premises is not increased beyond the Premises as shown in Exhibit "A-1", as such Exhibit "A-1" then exists. TENANT shall not otherwise alter, improve, change, remove, add to, supplement or extend TENANT's antennas, equipment, or other facilities, without LANDLORD's prior written consent, which consent shall not be unreasonably withheld or delayed.

15. Each Party hereby represents and warrants to the other as of the date hereof that (a) there are no defaults or claimed defaults existing under the Lease Documents subject to any applicable notice and/or cure periods, other than that certain Notice dated December 18, 2015 and updated May 20, 2016 issued to TENANT by LANDLORD's representative Richard A. Comi, and that certain correspondence dated December 30, 2015 issued to TENANT by LANDLORD's Deputy Commissioner Don O'Connell, both of which are hereby irrevocably withdrawn by LANDLORD with prejudice; and (b) there exist no valid abatements, causes of action, counterclaims, disputes, defenses, offsets, credits, deductions, or claims against the enforcement of any of the terms and conditions of the Lease Documents.

16. Except as amended hereby, the terms and conditions of the Lease Documents shall remain in full force and effect and the parties hereto restate, ratify and confirm all such terms and conditions of the Lease Documents not inconsistent herewith.

17. This Amendment and its terms shall be effective as of the date of full execution by both parties. Each of the parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

18. The parties acknowledge that each has had an opportunity to review and negotiate this Amendment and have executed this Amendment only after such review and negotiation.

19. To the extent any provision of the Lease Documents conflicts with the terms of this Amendment, the terms of this Amendment shall be deemed controlling.

SITE NAME: NY - LEVITTOWN  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

20. This Amendment shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and permitted assigns hereto.

21. In the event that any one or more of the provisions contained in this Amendment shall be held invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

22. This Amendment shall be construed, interpreted, and governed by the laws of the State of New York.

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SITE NAME: NY - LEVITTOWN  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the first date above written.

**LANDLORD:**

TOWN OF HEMPSTEAD  
On Behalf of the LEVITTOWN WATER  
DISTRICT

\_\_\_\_\_  
WITNESS

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

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

**TENANT:**

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
By: CELLCO PARTNERSHIP, its general partner

*Elin Sweeney*  
WITNESS

By: \_\_\_\_\_  
Name: Gian Dagarra  
Title: Director - Network Field Engineering

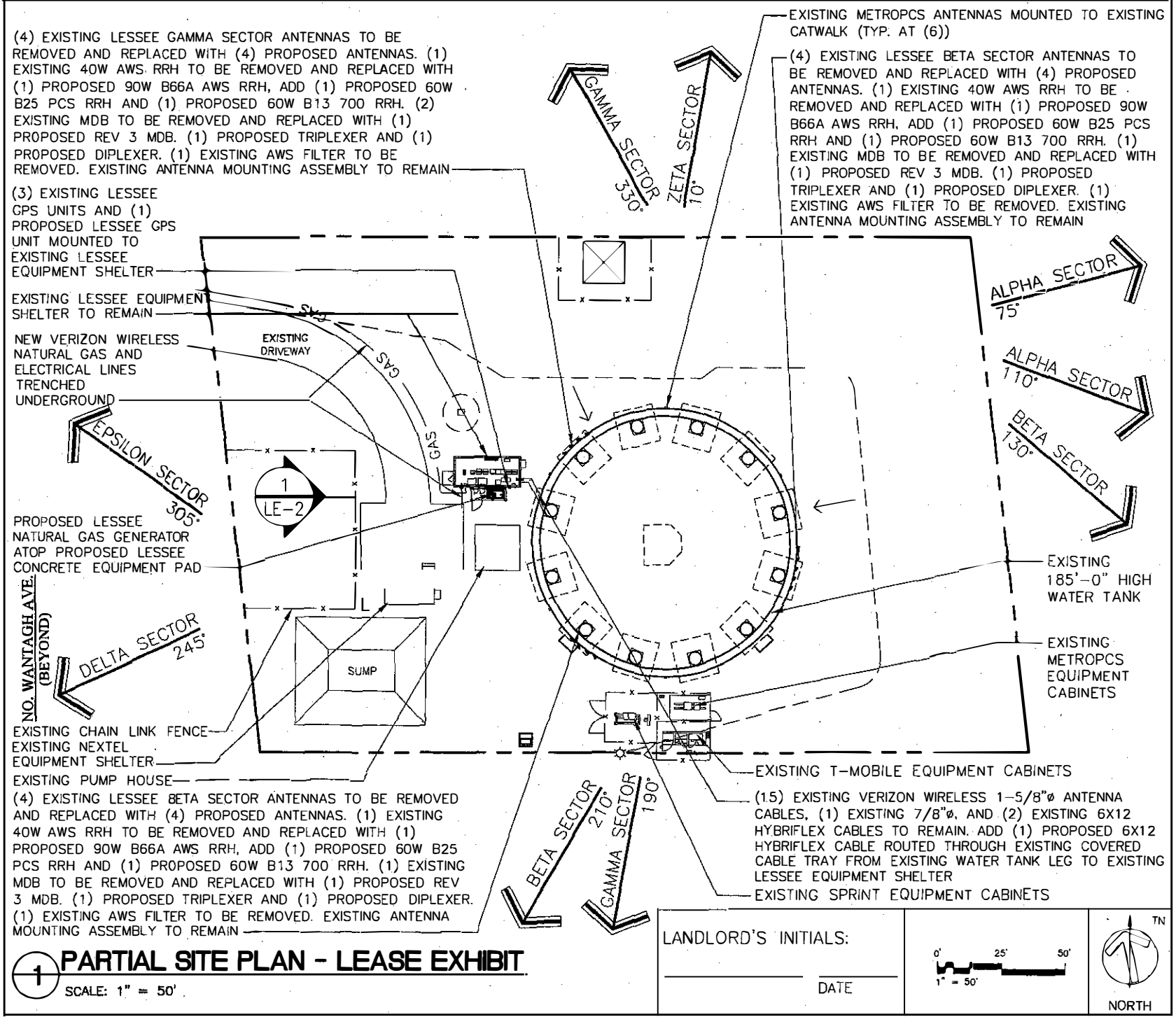
Date: \_\_\_\_\_ *7/21/17* \_\_\_\_\_

SITE NAME:  
SITE NUMBER:  
ATTY/DATE

NY - LEVITTOWN

ALG - FINAL

Exhibit "A-1"



(4) EXISTING LESSEE GAMMA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (4) PROPOSED ANTENNAS. (1) EXISTING 40W AWS RRH TO BE REMOVED AND REPLACED WITH (1) PROPOSED 90W B66A AWS RRH, ADD (1) PROPOSED 60W B25 PCS RRH AND (1) PROPOSED 60W B13 700 RRH. (2) EXISTING MDB TO BE REMOVED AND REPLACED WITH (1) PROPOSED REV 3 MDB. (1) PROPOSED TRIPLEXER AND (1) PROPOSED DIPLEXER. (1) EXISTING AWS FILTER TO BE REMOVED. EXISTING ANTENNA MOUNTING ASSEMBLY TO REMAIN

(3) EXISTING LESSEE GPS UNITS AND (1) PROPOSED LESSEE GPS UNIT MOUNTED TO EXISTING LESSEE EQUIPMENT SHELTER

EXISTING LESSEE EQUIPMENT SHELTER TO REMAIN

NEW VERIZON WIRELESS NATURAL GAS AND ELECTRICAL LINES TRENCHED UNDERGROUND

PROPOSED LESSEE NATURAL GAS GENERATOR ATOP PROPOSED LESSEE CONCRETE EQUIPMENT PAD

EXISTING CHAIN LINK FENCE  
EXISTING NEXTEL EQUIPMENT SHELTER  
EXISTING PUMP HOUSE

(4) EXISTING LESSEE BETA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (4) PROPOSED ANTENNAS. (1) EXISTING 40W AWS RRH TO BE REMOVED AND REPLACED WITH (1) PROPOSED 90W B66A AWS RRH, ADD (1) PROPOSED 60W B25 PCS RRH AND (1) PROPOSED 60W B13 700 RRH. (1) EXISTING MDB TO BE REMOVED AND REPLACED WITH (1) PROPOSED REV 3 MDB. (1) PROPOSED TRIPLEXER AND (1) PROPOSED DIPLEXER. (1) EXISTING AWS FILTER TO BE REMOVED. EXISTING ANTENNA MOUNTING ASSEMBLY TO REMAIN

EXISTING METROPCS ANTENNAS MOUNTED TO EXISTING CATWALK (TYP. AT (6))

(15) EXISTING VERIZON WIRELESS 1-5/8"Ø ANTENNA CABLES, (1) EXISTING 7/8"Ø, AND (2) EXISTING 6X12 HYBRIFLEX CABLES TO REMAIN. ADD (1) PROPOSED 6X12 HYBRIFLEX CABLE ROUTED THROUGH EXISTING COVERED CABLE TRAY FROM EXISTING WATER TANK LEG TO EXISTING LESSEE EQUIPMENT SHELTER

EXISTING SPRINT EQUIPMENT CABINETS

(4) EXISTING LESSEE BETA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (4) PROPOSED ANTENNAS. (1) EXISTING 40W AWS RRH TO BE REMOVED AND REPLACED WITH (1) PROPOSED 90W B66A AWS RRH, ADD (1) PROPOSED 60W B25 PCS RRH AND (1) PROPOSED 60W B13 700 RRH. (1) EXISTING MDB TO BE REMOVED AND REPLACED WITH (1) PROPOSED REV 3 MDB. (1) PROPOSED TRIPLEXER AND (1) PROPOSED DIPLEXER. (1) EXISTING AWS FILTER TO BE REMOVED. EXISTING ANTENNA MOUNTING ASSEMBLY TO REMAIN

EXISTING METROPCS EQUIPMENT CABINETS

EXISTING 185'-0" HIGH WATER TANK

EXISTING T-MOBILE EQUIPMENT CABINETS

EXISTING SPRINT EQUIPMENT CABINETS



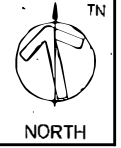
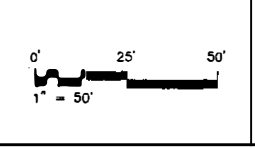
NO.	DATE	SUBMISSION/REVISION
0	5/1/17	ISSUED FOR REVIEW
1	5/4/17	REVISED PER VZW

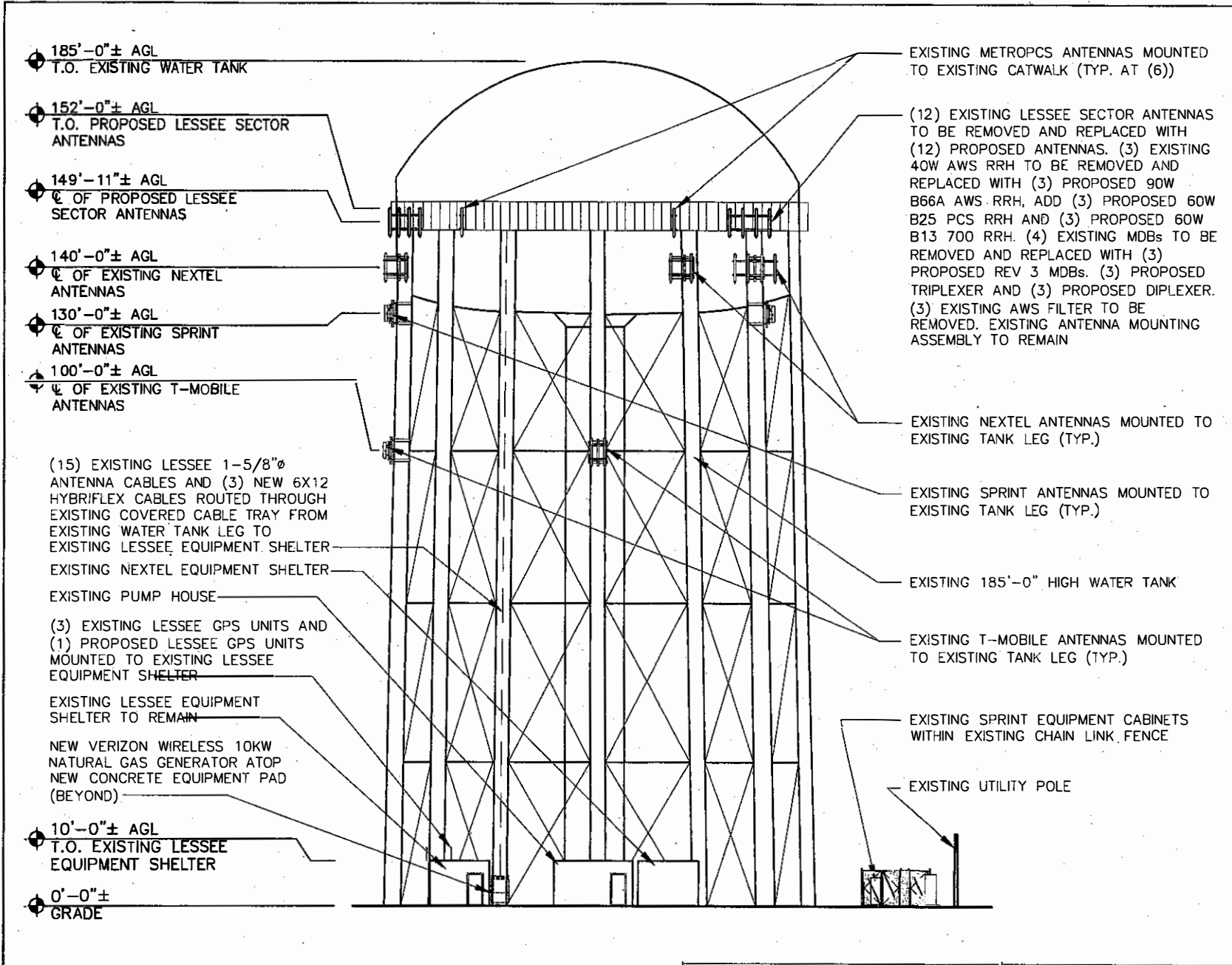
**LESSEE**  
(LEVITOWN)  
WANTAGH AVENUE  
LEVITOWN NY 11756  
DESIGN DATE 4/28/17

TITLE: PARTIAL SITE PLAN

DATE	4/28/17
SCALE	AS NOTED
DRAWN BY:	BS
CHECKED BY:	TM
CONSTR. MANAGER:	KVD
PROJECT NO.:	17-12043
NUMBER OF SHEETS:	2 OF 3
DRAWING NO.:	LE-1

LANDLORD'S INITIALS: \_\_\_\_\_  
DATE \_\_\_\_\_





NO.	DATE	SUBMISSION/REVISION
0	5/1/17	ISSUED FOR REVIEW
1	5/4/17	REVISED PER V2/W

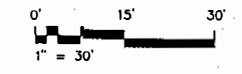
**LESSEE**  
 (LEVITTOWN)  
 WANTAGH AVENUE  
 LEVITTOWN, NY 11756  
 DESIGN DATE: 4/28/17

TITLE: SOUTH ELEVATION

DATE	4/28/17
SCALE	AS NOTED
DRAWN BY:	BS
CHECKED BY:	TM
CONSTR. MANAGER	KVD
PROJECT NO:	17-12043
NUMBER OF SHEETS	3 OF 3
DRAWING NO:	LE-2

**1 SOUTH ELEVATION - LEASE EXHIBIT**  
 SCALE: 1" = 30'

LANDLORD'S INITIALS: \_\_\_\_\_  
 DATE: \_\_\_\_\_



CASE NO.

RESOLUTION NO.

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING TO CONSIDER AUTHORIZING THE EXECUTION OF A PROPOSED LEASE AMENDMENT BETWEEN THE LIDO-POINT LOOKOUT WATER DISTRICT AND NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS FOR USE OF SPACE ON THE WATER DISTRICT'S PROPERTY AND WATER TANK IN POINT LOOKOUT, NEW YORK.

WHEREAS, the Lido-Point Lookout Water District and New York SMSA Limited Partnership d/b/a Verizon Wireless of One Verizon Way, Basking Ridge, New Jersey have an expired lease agreement for the use of a portion of the District's property and water tank, which was not required for district purposes, for the installation, operation, and maintenance of a communications facility; and

WHEREAS, the Water District and Verizon are desirous of amending, restating, and extending such expired lease agreement according to the terms and conditions contained in the proposed First Amendment to Lease Agreement; and

WHEREAS, it is in the public interest that the required public hearing be held pursuant to law to consider the proposition hereinafter set forth;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following Order:

Item # 48

Case # 11708

At a regular meeting of the Town Board of the Town of Hempstead, Nassau County, New York, held at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, Main Street, Village and Town of Hempstead, New York on the 5th day of September, 2017.

P R E S E N T :

Hon. Anthony J. Santino, Supervisor  
Dorothy Goosby  
Edward A. Ambrosino  
Bruce A. Blakeman  
Erin King Sweeney  
Anthony D'Esposito  
Dennis Dunne, Sr.

Council Members.

ABSENT:

-----X

IN THE MATTER

- of -

THE PROPOSED LEASE AMENDMENT BETWEEN THE LIDO-POINT LOOKOUT WATER DISTRICT and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS FOR USE OF SPACE ON THE WATER DISTRICT'S PROPERTY AND TANK IN POINT LOOKOUT, NEW YORK FOR A TELECOMMUNICATIONS FACILITY.

-----X

WHEREAS, pursuant to the Town Law of the State of New York Section 198 subdivision 12(a) real and personal property owned by a water district but not required for district purposes may be leased by the Town Board; and

WHEREAS, the Commissioner of the Water Department of the Town of Hempstead has requested this Town Board to consider amending, restating, and extending the Verizon Wireless lease made on July 10, 2001, for installation and use of a Communications Facility on space not required for district purposes on the Water District's water tank and other portions of the Water District's property located on the north side of Lido Boulevard, 1723.11 feet east of Donna Lane, Point Lookout, New York, which property is designated on the Land and Tax Map of Nassau County as Sec. 60, Blk. E, Lot 29 & 793; and

WHEREAS, the proposed lease extension amendment includes provisions for: amendment, restatement, and extension of the existing lease nunc pro tunc as of August 1, 2016 for a five-year term with three five-year extensions through July 31, 2036 unless tenant elects to terminate; a one-time payment by tenant of \$217,574.74; an annual rent of \$54,028.32 for the first year with annual increases thereafter; certain specified modifications; and requirements for compliance with all applicable laws, including environmental, health and safety laws.

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

NOW, THEREFORE, BE IT



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

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

AYES:

NOES:



SITE NAME: NY - POINT LOOKOUT  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS **FIRST AMENDMENT TO LEASE AGREEMENT** (this "Amendment"), made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the TOWN OF HEMPSTEAD, a municipal corporation on behalf of the DEPARTMENT OF WATER FOR THE LIDO-POINT LOOKOUT WATER DISTRICT, having a principal office at Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York (hereinafter designated "LANDLORD") and NEW YORK SMSA LIMITED PARTNERSHIP, a limited partnership of the State of New York, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter designated "TENANT"). All capitalized terms used herein shall have the same meaning as set forth in the Lease (as hereinafter defined), unless expressly set forth herein.

**WITNESSETH:**

**WHEREAS**, LANDLORD is the owner of certain real property known as and located on the north side of Lido Boulevard, 1723.11 feet east of Donna Lane, Point Lookout, New York as shown on the Tax Map of the County of Nassau as Section 60, Block E, Lots 29 and 793, along with the water tank (the "Water Tank") and all other improvements located thereon (hereinafter collectively referred to as the "Property"); and

**WHEREAS**, LANDLORD and TENANT entered into a Lease Agreement, fully executed on July 10, 2001 (the "Lease") whereby LANDLORD leased to TENANT certain portions of the Property, together with other space, including, without limitation, certain space on the Water Tank for the installation, operation, and maintenance of a Communication Facility; and

**WHEREAS**, the term of the Lease expired on July 31, 2016 (the "Expiration Date"); and

**WHEREAS**, LANDLORD and TENANT wish to amend and restate the Lease and further extend the term of the Lease, *nunc pro tunc*, effective as of the Expiration Date, and amend certain terms and conditions as set forth herein; and

**WHEREAS**, TENANT desires to remove, replace, and relocate certain antennas on the Water Tank, together with the installation of additional cables, equipment, antenna mounts, devices, components and appurtenances; and

**WHEREAS**, LANDLORD and TENANT have agreed to amend the Lease on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SITE NAME: NY - POINT LOOKOUT  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

1. Upon the full execution of this Amendment, the term of the Lease is extended, *nunc pro tunc*, for a period of five (5) years commencing on the day immediately following the Expiration Date and expiring on July 31, 2021 (the "Initial Extension Term"). Annual rent payable during the first (1<sup>st</sup>) year of the Initial Extension Term shall be \$54,028.32, to be paid in equal monthly installments to LANDLORD at the address as set forth in paragraph 12 of the Lease. Upon expiration of the Initial Extension Term, the Lease shall automatically be extended for three (3) additional five (5) year terms (each, an "Additional Extension Term") unless TENANT terminates the Lease at the end of the then current term by providing LANDLORD with written notice of TENANT's intent to terminate the Lease at least thirty (30) days prior to the end of the then current term.

2. Notwithstanding anything to the contrary contained in the Lease, commencing on the next annual anniversary of the Commencement Date (as defined in the Lease) which follows the full execution of this Amendment, the annual rent payable during each year of the Initial Extension Term or any Additional Extension Term, shall be equal to one hundred two (102%) percent of the annual rent payable during the immediately preceding year, to be paid in equal monthly installments, not one hundred four (104%) percent as provided for in Paragraph 12 of the Lease.

3. Within ninety (90) days after the full execution of this Amendment, as additional rent, TENANT shall make a one (1) time, non-recurring and non-refundable payment to LANDLORD in a sum equal to \$217,574.74. Notwithstanding the foregoing, such payment shall not cause or result in either the commencement of any Additional Extension Term and shall not waive TENANT's rights as set forth in Paragraph 1 of this Amendment.

4. Commencing on August 1, 2017, the monthly rental payments shall be increased by Six Hundred 00/100 Dollars (\$600.00). Thereafter, all rental increases as described in this Amendment shall be based upon the increased rental amount described in this Paragraph 4.

5. TENANT shall have the right to modify the Communication Facility (the "Initial Modification"), including but not limited to: (a) replace up to twelve (12) existing antennas on the Water Tank with up to twelve (12) new antennas and relocate the new antennas to a higher point on the Water Tank; (b) install additional GPS units, Hybrid Cables, Satellite Distribution Boxes, and up to twelve (12) RRH units on the Water Tank; and, (c) install associated equipment, cables, conduits and appurtenances, all as generally shown on drawing LE-1 attached hereto as Exhibit "A-1" (the items noted in (a) through (c) of this paragraph are hereinafter collectively referred to as the "Improvements"). The term "Leased Premises" in the Lease is amended to include the space for the Improvements. Exhibit "A-1" shall replace the drawings annexed to the Lease as Exhibits "A" and "B". LANDLORD specifically consents to changes, alterations, improvements, revisions, additions, substitutions and/or replacements which are necessary to substantially conform the Communication Facility to the facility depicted in Exhibit "A-1" attached hereto and made a part hereof.

SITE NAME: NY - POINT LOOKOUT  
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6. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, TENANT may, after its completion of the Initial Modification, and in its sole discretion, exercise a one (1) time right during the remaining terms of the Lease, to perform a second modification to the Communication Facility (the "Further Modification") upon providing LANDLORD with revised drawings depicting the Further Modification, which drawings shall then replace the drawings annexed hereto as Exhibit "A-1". The Further Modification must be performed in compliance with all applicable laws and will not be subject to any rent increase or to LANDLORD's consent except for the issuance of necessary building permits.

7. The third (3rd) sentence of Paragraph 3(b) of the Lease, the entirety of Paragraph 3(d) of the Lease and the entirety of Paragraph 13 of the Lease, are all deleted.

8. Notwithstanding anything contained in the Lease or this Amendment to the contrary, after completion of the installation of the Further Modification, TENANT, without LANDLORD's consent (except for a building permit) or a rent increase, shall have the right to replace, repair, add to or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Initial Extension Term or during any Additional Extension Term, provided that the size of the Leased Premises is not increased beyond the Leased Premises as shown in Exhibit "A-1" as such Exhibit "A-1" then exists. TENANT shall not otherwise alter, improve, change, remove, add to, supplement or extend TENANT's antennas, equipment, or other facilities, without LANDLORD's prior written consent, which consent shall not be unreasonably withheld or delayed.

9. Each Party hereby represents and warrants to the other as of the date hereof that (a) there are no defaults or claimed defaults existing under the Lease subject to any applicable notice and/or cure periods, other than that certain Notice dated December 18, 2015 and updated May 20, 2016 issued to TENANT by LANDLORD's representative Richard A. Comi, and that certain correspondence dated December 30, 2015 issued to TENANT by LANDLORD's Deputy Commissioner Don O'Connell, both of which are hereby irrevocably withdrawn by LANDLORD with prejudice; and (b) there exist no valid abatements, causes of action, counterclaims, disputes, defenses, offsets, credits, deductions, or claims against the enforcement of any of the terms and conditions of the Lease.

10. Any rental or other payments made prior to the full execution of this Amendment for the lease year commencing on August 1, 2016 shall be applied and credited against any rentals or other payments due under the Lease as amended hereby. Within sixty (60) days of the full execution of this Amendment, TENANT shall pay to LANDLORD any difference from the monthly rent due pursuant to the terms of this Amendment and the amount of monthly rent that TENANT has paid to LESSOR since August 1, 2016.

11. Effective as of the date of this Amendment, Paragraphs 26 and 27 of the Lease are

SITE NAME: NY - POINT LOOKOUT  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

deleted and replaced with the following:

TENANT will maintain TENANT's Communication Facility within the Leased Premises in good condition, reasonable wear and tear and casualty damage excepted.

LANDLORD covenants that it will keep the water tank in good repair as required by all Applicable Laws (as hereinafter defined). LANDLORD shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LANDLORD fails to make such repairs including maintenance the TENANT may make the repairs and the costs thereof shall be payable to the TENANT by the LANDLORD on demand. If the LANDLORD does not make payment to the TENANT within ten (10) days after such demand, the TENANT shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the TENANT to the LANDLORD.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the water tank structure or its appurtenances.

All antenna(s) on the water tank must be identified by a marking fastened securely to its bracket on the water tank and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon execution of this Amendment, LANDLORD shall supply to TENANT copies of all structural analysis reports that have been done with respect to the water tank, and throughout the term of this Lease, LANDLORD shall supply to TENANT copies of all structural analysis reports that are done with respect to the water tank promptly after the completion of the same.

12. Effective as of the date of this Amendment, Paragraph 29(b) and Paragraph 29(c) of the Lease are deleted and replaced with the following:

TENANT shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). TENANT shall indemnify and hold harmless the LANDLORD from claims to the extent resulting from TENANT's violation of any applicable EH&S Laws or to the extent that TENANT introduces regulated substance

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SITE NUMBER:  
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to the environment. LANDLORD shall indemnify and hold harmless TENANT from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of TENANT. The Parties recognize that TENANT is only leasing a small portion of LANDLORD's Property and that TENANT shall not be responsible for any environmental condition or issue except to the extent resulting from TENANT's specific activities and responsibilities. In the event that TENANT encounters any hazardous substances during the term of this Lease, that do not result from its activities, then TENANT may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if TENANT desires to remove at its own cost all or some of the hazardous substances or materials containing those hazardous substances, including but not limited to contaminated soil, LANDLORD agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

13. Effective as of the date of this Amendment, Paragraph 30 of the Lease is deleted and replaced with the following:

During the term of the Lease, LANDLORD shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Applicable Laws"). TENANT shall, in respect to the condition of the Leased Premises and at Tenant's sole cost and expense, comply with (i) all Applicable Laws relating solely to Tenant's specific and unique nature of use of the Leased Premises; and (ii) all building codes requiring modifications to the Leased Premises due to the improvements being made by TENANT in the Leased Premises. It shall be LANDLORD's obligation to comply with all Applicable Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable TENANT to obtain all necessary building permits).

14. Except as amended hereby, the terms and conditions of the Lease are hereby amended and restated and shall remain in full force and effect and the parties hereto restate,

**SITE NAME:** NY – POINT LOOKOUT  
**SITE NUMBER:**  
**ATTY/DATE** ALG – FINAL

ratify and confirm all such terms and conditions of the Lease not inconsistent herewith.

15. This Amendment and its terms shall be effective as of the date of full execution by both parties. Each of the parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

16. The parties acknowledge that each has had an opportunity to review and negotiate this Amendment and have executed this Amendment only after such review and negotiation.

17. To the extent any provision of the Lease conflicts with the terms of this Amendment, the terms of this Amendment shall be deemed controlling.

18. This Amendment shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and permitted assigns hereto.

19. In the event that any one or more of the provisions contained in this Amendment shall be held invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

20. This Amendment shall be construed, interpreted, and governed by the laws of the State of New York.

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SITE NAME: NY - POINT LOOKOUT  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the first date above written.

**LANDLORD:**

TOWN OF HEMPSTEAD  
On Behalf of the DEPARTMENT OF WATER for  
the LIDO-POINT LOOKOUT WATER  
DISTRICT

\_\_\_\_\_  
WITNESS

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

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

**TENANT:**

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
By: CELLCO PARTNERSHIP, its general partner

*Elin Sweeney*  
WITNESS

By: \_\_\_\_\_  
Name: Gian Dagama  
Title: Director Network Field Engineering

Date: 7/19/17

**SITE NAME:**  
**SITE NUMBER:**  
**ATTY/DATE**

**NY - POINT LOOKOUT**  
**ALG - FINAL**

Exhibit "A-1"







SITE NAME: NY – POINT LOOKOUT  
SITE NUMBER:  
ATTY/DATE ALG– FINAL

4. In connection with the First Amendment, LESSOR and LESSEE have agreed to amend the Memorandum on the terms and conditions set forth herein.

5. Exhibit B to the Memorandum shall be deleted in its entirety and replaced with Exhibit B-1 attached to this First Amendment to Memorandum.

6. The term of the Original Lease is extended, *nunc pro tunc*, for a period of five (5) years expiring on July 31, 2021, and the Original Lease shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates the Original Lease at the end of the then current term by providing LESSOR with written notice of LESSEE's intent to terminate the Original Lease at least thirty (30) days prior to the end of the then current term.

7. This document is merely intended to be a memorandum of the Lease and interested parties should consult the Lease, a copy of which is on file in the offices of LESSOR and LESSEE. If the terms of this First Amendment to Memorandum conflict with the terms of the Lease the terms of the Lease shall be deemed controlling.

8. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this First Amendment to Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.**

SITE NAME: NY - POINT LOOKOUT  
SITE NUMBER:  
ATTY/DATE ALG- FINAL

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this First Amendment to Memorandum to be duly executed on the date first written hereinabove.

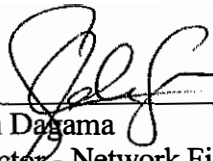
**LESSOR:**

TOWN OF HEMPSTEAD  
on behalf of the DEPARTMENT OF WATER FOR  
THE LIDO-POINT LOOKOUT WATER  
DISTRICT

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

**LESSEE:**

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
By: Cellco Partnership, its General Partner

By:  \_\_\_\_\_  
Name: Gian Dagama  
Title: Director - Network Field Engineering  
Date: 7/19/17

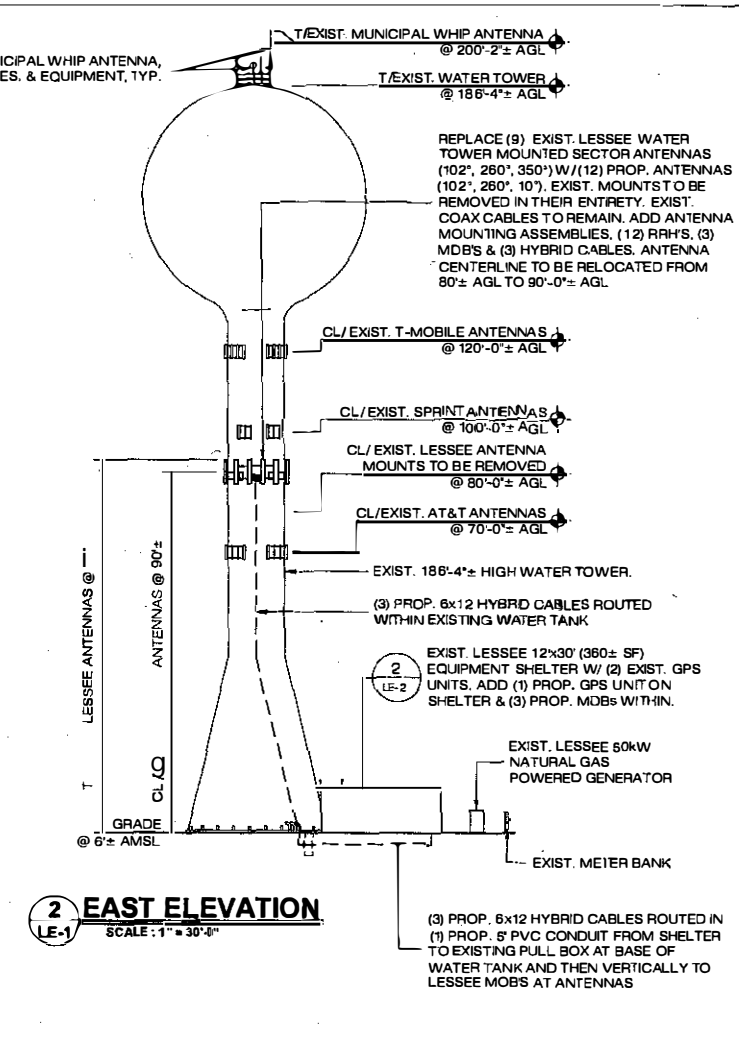
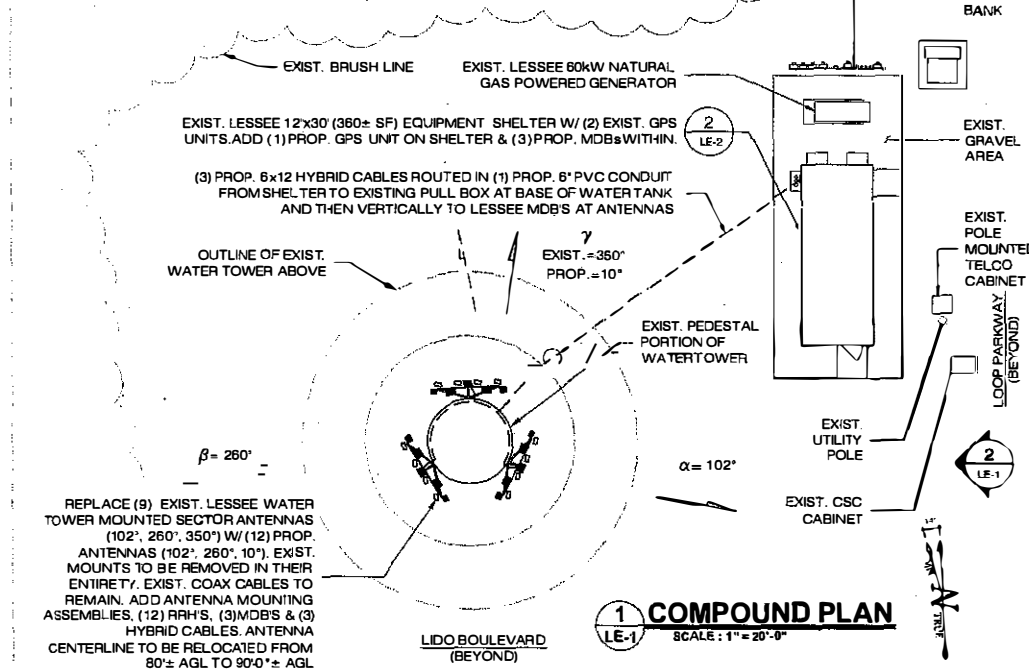
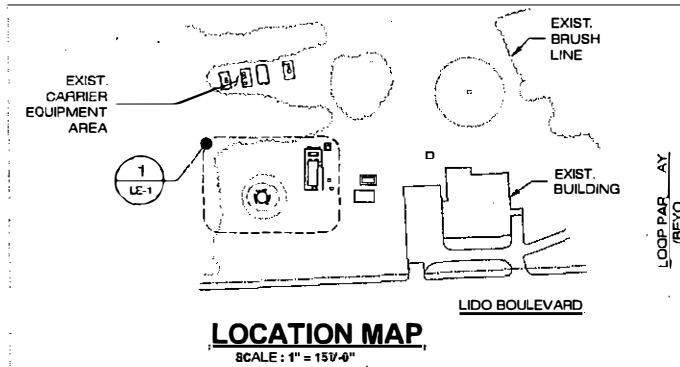


**SITE NAME: NY - POINT LOOKOUT**  
**SITE NUMBER:**  
**ATTY/DATE ALG - FINAL**

Exhibit A  
(Legal Description)

**SITE NAME:** NY - POINT LOOKOUT  
**SITE NUMBER:**  
**ATTY/DATE** ALG - FINAL

Exhibit B-1



**NOTES:**  
ALL ANTENNA LOCATIONS ARE APPROXIMATE. IN ADDITION TO THE LESSEE'S (12) ANTENNAS & (3) GPS UNITS SHOWN WITHIN, LESSEE SHALL HAVE THE RIGHT TO INSTALL AN ADDITIONAL (3) PANEL ANTENNAS, (1) GPS UNIT & (2) MICROWAVE DISHES DURING THE TERM OF THIS AGREEMENT. CABLE TRAYS, CONDUITS, AND OTHER CONNECTIONS SHALL BE LOCATED AT A LOCATION DETERMINED BY LESSEE & SHOWN ON THE CONSTRUCTION DRAWINGS. ANY EQUIPMENT OR OTHER UTILITY IMPROVEMENTS REQUIRED BY LESSEE OR ANY OTHER UTILITY PROVIDER TO SERVICE LESSEE'S INSTALLATION IS PERMITTED AT THE PROPERTY. RRH UNITS, DIPLEXERS, AND DISTRIBUTION BOXES SHALL BE ADDED TO EACH ANTENNA SECTOR AT FUTURE LOCATIONS DETERMINED BY LESSEE.  
AGL = ABOVE GROUND LEVEL; AMSL = ABOVE MEAN SEA LEVEL; ARL = ABOVE ROOF LEVEL

**PROPERTY INFORMATION:**  
-SITE NAME: "POINT LOOKOUT"  
-PROJECT CODE: 20141169816  
-LOCATION CODE: 145478  
-SITE ADDRESS: LIDO BOULEVARD  
POINT LOOKOUT, NY 11569

**CL/EXIST./PROP. PANEL ANTENNAS:**  
ALPHA 90'-0"± (AGL) or 96'-0"± (AMSL)  
BETA 90'-0"± (AGL) or 96'-0"± (AMSL)  
GAMMA 90'-0"± (AGL) or 96'-0"± (AMSL)

**SITE INFORMATION:**  
-SECTION: 60  
-BLOCK: E  
-LOT(s): 29 & 793  
-LATITUDE: 40° 35' 32.75" N  
-LONGITUDE: 73° 35' 37.88" W  
ELEVATION: 6± AMSL  
-ZONING: RESIDENCE B

**OWNER INFORMATION:**  
-LANDLORD: TOWN OF HEMPSTEAD  
WATER DEPT.  
(516)-227-0269

**REVISIONS:**  
-REV0: 7/16/14; FOR REVIEW: SPM  
-REV1: 11/12/14; FOR REVIEW: SPM  
-REV2: 11/13/14; FOR REVIEW: SPM  
-REV3: 5/2/17; REV PER VZ: SPM  
-REV4:

**APT ENGINEERING**  
1 LEONARDUS DR. UNIT 4  
KELLYGROVE CT. BAY  
ROSELAND, NY 11411  
WWW.ALLPOINTSTECH.COM

**SHEET NUMBER: E-1**

**POINT LOOKOUT  
LIDO BOULEVARD  
POINT LOOKOUT, NY 11569**

DATE: 7/16/14  
VZ: CH: XX  
PROJ: 20141169816  
ENGINEER:

PT: G NUMBER: NY141 S2240  
DW: 5/15/14  
CK: 7/16/14  
BY: KS  
M

**LESEE**

APPROVALS: LANDLORD: DATE:



**SITE NAME:** NY – POINT LOOKOUT  
**SITE NUMBER:**  
**ATTY/DATE** ALG – FINAL

**FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT**

**BETWEEN**

**TOWN OF HEMPSTEAD**

**AND**

**NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS**

---

**SECTION: 60  
BLOCK: E  
LOT: 29 and 793  
COUNTY: NASSAU  
ADDRESS: NORTH SIDE OF LIDO BOULEVARD  
1723.11 FEET EAST OF DONNA LANE  
POINT LOOKOUT, NEW YORK**

---

**RECORD AND RETURN TO:**

**AMATO LAW GROUP PLLC  
666 OLD COUNTRY ROAD  
9<sup>TH</sup> FLOOR  
GARDEN CITY, NEW YORK 11530  
ATTENTION: ALFRED L. AMATO, ESQ.**



# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A -- Information relating to conveyance**

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor) Town of Hempstead Mailing address c/o Dept. of Water for the Lido-Point Lookout Water District Hempstead Town Hall, Town Hall Plaza, One Washington Street City State ZIP code Hempstead NY 11550 Single member's name if grantor is a single member LLC (see instructions)	Social security number  Social security number  Federal EIN [REDACTED] Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee) New York SMSA Limited Partnership d/b/a Verizon Wireless Mailing address One Verizon Way, Mail Stop 4AW100 City State ZIP code Basking Ridge NJ 07920 Single member's name if grantee is a single member LLC (see instructions)	Social security number  Social security number  Federal EIN [REDACTED] Single member EIN or SSN

Location and description of property conveyed

Tax map designation - Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
60-E-29 & 793		No # Lido Boulevard	Point Lookout	Nassau

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; width: 100%; text-align: center;"> <tr> <td style="width: 33%;">07</td> <td style="width: 33%;">31</td> <td style="width: 33%;">2017</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	07	31	2017	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
07	31	2017							
month	day	year							

Condition of conveyance (check all that apply)

- |  |  |  |
|--|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest<br><br>b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)<br><br>c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)<br><br>d. <input type="checkbox"/> Conveyance to cooperative housing corporation<br><br>e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)<br><br>g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)<br><br>h. <input type="checkbox"/> Conveyance of cooperative apartment(s)<br><br>i. <input type="checkbox"/> Syndication<br><br>j. <input type="checkbox"/> Conveyance of air rights or development rights<br><br>k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender<br><br>m. <input type="checkbox"/> Leasehold assignment or surrender<br><br>n. <input checked="" type="checkbox"/> Leasehold grant<br><br>o. <input type="checkbox"/> Conveyance of an easement<br><br>p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)<br><br>q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state<br><br>r. <input type="checkbox"/> Conveyance pursuant to divorce or separation<br>s. <input type="checkbox"/> Other (describe) _____ |
|--|--|--|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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**Schedule B – Real estate transfer tax return (Tax Law, Article 31)**

**Part I – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		
2.		
3.		
4.		
5.		
6.		

**Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, REIT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)**

**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

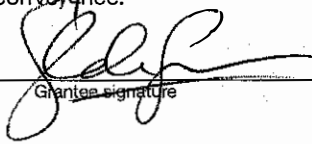

- 1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- Other (attach detailed explanation).
- 3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	 Grantee signature	 Title
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

CASE NO.

RESOLUTION NO.

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING TO CONSIDER AUTHORIZING THE EXECUTION OF A PROPOSED LEASE AMENDMENT BETWEEN THE EAST MEADOW WATER DISTRICT AND NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS FOR USE OF SPACE ON THE WATER DISTRICT'S PROPERTY AND WATER TANK IN UNIONDALE, NEW YORK.

WHEREAS, the East Meadow Water District and New York SMSA Limited Partnership d/b/a Verizon Wireless of One Verizon Way, Basking Ridge, New Jersey have an existing lease agreement for the use of a portion of the District's property and water tank, not required for district purposes, for the installation, operation, and maintenance of a communications facility; and

WHEREAS, the Water District and Verizon are desirous of amending and extending such lease agreement according to the terms and conditions contained in the proposed First Amendment to Lease Agreement; and

WHEREAS, it is in the public interest that the required public hearing be held pursuant to law to consider the proposition hereinafter set forth;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following Order:

Item #

49

Case #

145

At a regular meeting of the Town Board of the Town of Hempstead, Nassau County, New York, held at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, Main Street, Village and Town of Hempstead, New York on the 5th day of September, 2017.

P R E S E N T :

Hon. Anthony J. Santino, Supervisor  
Dorothy Goosby  
Edward A. Ambrosino  
Bruce A. Blakeman  
Erin King Sweeney  
Anthony D'Esposito  
Dennis Dunne, Sr.

Council Members.

ABSENT:

-----X

IN THE MATTER

- of -

THE PROPOSED LEASE AMENDMENT BETWEEN THE EAST MEADOW WATER DISTRICT and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS FOR USE OF SPACE ON THE WATER DISTRICT'S PROPERTY AND TANK IN UNIONDALE, NEW YORK FOR A TELECOMMUNICATIONS FACILITY.

-----X

WHEREAS, pursuant to the Town Law of the State of New York Section 198 subdivision 12(a) real and personal property owned by a water district but not required for district purposes may be leased by the Town Board; and

WHEREAS, the Commissioner of the Water Department of the Town of Hempstead has requested this Town Board to consider amending and extending the Verizon Wireless lease for a Communications Facility on the Mitchell Street water tank property, which lease was made on June 16, 2009, between tenant Verizon Wireless and the Town of Hempstead on behalf of the East Meadow Water District and which consists of space on the Water District's water tank and other portions of the Water District's property located at Mitchell Street near Winthrop Drive (tank marked "East Meadow"), Uniondale, New York, which property is designated on the Land and Tax Map of Nassau County as Sec. 50, Blk. 262, Lots 1,2 & 3; and

WHEREAS, said lease provided for an initial term of five years and three additional terms of five years at the option of the tenant, and the parties to the lease wish to extend the term of the lease and provide for certain modifications to the Communications Facility; and

WHEREAS, the parties to said lease have agreed on terms for the proposed FIRST AMENDMENT TO LEASE AGREEMENT including: amendment and extension of said lease granting tenant an option for an additional five year term unless tenant elects to terminate; a one-time payment by tenant of \$229,081.79; annual rent which will continue to increase annually from the current annual rent (\$55,596.48 plus annual increases to date as specified in the current lease); certain specified modifications; and requirements for

compliance with all applicable laws, including environmental, health and safety laws; and

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

NOW, THEREFORE, BE IT

ORDERED AND DETERMINED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, Main Street, Village and Town of Hempstead, New York on the 19th 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 proposed "First Amendment to Lease Agreement" for the leasing of a portion of the East Meadow Water District's property and water tank in Uniondale, New York to New York SMA Limited Partnership d/b/a Verizon Wireless of One Verizon Way, Basking Ridge, New Jersey, pursuant to the applicable provisions of the Town Law of the State of New York.

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

Dated: Hempstead, New York  
2017

\_\_\_\_\_  
Anthony J. Santino, Supervisor

\_\_\_\_\_  
Dorothy L. Goosby

\_\_\_\_\_  
Edward A. Ambrosino

\_\_\_\_\_  
Bruce A. Blakeman

\_\_\_\_\_  
Erin King Sweeney

\_\_\_\_\_  
Anthony P. D'Esposito

\_\_\_\_\_  
Dennis Dunne, Sr.

and, BE IT FURTHER



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

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

AYES:

NOES:

SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/DATE: ALG - FINAL

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS **FIRST AMENDMENT TO LEASE AGREEMENT** (this "Amendment"), made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the TOWN OF HEMPSTEAD, a municipal corporation on behalf of the DEPARTMENT OF WATER FOR THE EAST MEADOW WATER DISTRICT, having a principal office at Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York (hereinafter designated "LANDLORD") and NEW YORK SMSA LIMITED PARTNERSHIP, a limited partnership of the State of New York, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter designated "TENANT"). All capitalized terms used herein shall have the same meaning as set forth in the Lease (as hereinafter defined), unless expressly set forth herein.

**WITNESSETH:**

**WHEREAS**, LANDLORD is the owner of certain real property known as and located at Mitchell Street, East Meadow, New York as shown on the Tax Map of the County of Nassau as Section 50, Block 262, Lot 1, 2 & 3, along with the water tank (the "Water Tank") and all other improvements located thereon (hereinafter collectively referred to as the "Property"); and

**WHEREAS**, LANDLORD and TENANT entered into a Lease Agreement, fully executed on June 16, 2009 (the "Lease") whereby LANDLORD leased to TENANT certain portions of the Property, together with other space, including, without limitation, certain space on the Water Tank for the installation, operation, and maintenance of a Communications Facility; and

**WHEREAS**, TENANT desires to remove, replace, and/or relocate certain antennas on the Water Tank, together with the installation of additional cables, equipment, antenna mounts, devices, components and appurtenances; and

**WHEREAS**, LANDLORD and TENANT wish to extend the term of the Lease and amend certain terms and conditions as set forth herein; and

**WHEREAS**, LANDLORD and TENANT have agreed to amend the Lease on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Upon the expiration of the third (3<sup>rd</sup>) five (5) year extension term of the Lease (if TENANT elects to exercise each of its successive options to extend and renew the term of the Lease pursuant to Paragraph 9 of the Lease), the Lease shall automatically be extended for one (1)

**SITE NAME:** NY - UNIONDALE  
**SITE NUMBER:**  
**ATTY/DATE** ALG - FINAL

additional five (5) year term (the "Additional Extension Term") unless TENANT terminates the Lease at the end of the then current term by providing LANDLORD with written notice of TENANT's intent to terminate the Lease at least thirty (30) days prior to the end of the then current term.

2. Notwithstanding anything contained to the contrary in the Lease, commencing on the next annual anniversary of the Commencement Date (as defined in the Lease) which follows the full execution of this Amendment, the annual rent payable during each remaining year of the then existing extension term, during each year of any extension or renewal term of the Lease (if such option to renew is exercised by TENANT pursuant to Paragraph 9 of the Lease) and during each year of the Additional Extension Term, shall be equal to one hundred two (102%) percent of the annual rent payable during the immediately preceding year, to be paid in equal monthly installments, not one hundred four (104%) percent as provided for in Paragraph 11 of the Lease.

3. Within ninety (90) days after the full execution of this Amendment, as additional rent, TENANT shall make a one (1) time, non-recurring and non-refundable payment to LANDLORD in a sum equal to \$229,081.79. Notwithstanding the foregoing, such payment shall not waive TENANT's rights as set forth in Paragraph 9 of the Lease or Paragraph 1 of this Amendment.

4. Commencing on the first (1st) day of the Additional Extension Term, the monthly rental payments pursuant to the Lease shall be increased by Six Hundred 00/100 Dollars (\$600.00). Thereafter, all rental increases as described in the Lease or this Amendment shall be based upon the increased rental amount described in this Paragraph 4.

5. TENANT shall have the right to modify the Communications Facility (the "Initial Modification"), including but not limited to: (a) replace and/or relocate up to twelve (12) existing antennas on the Water Tank with up to twelve (12) new antennas; (b) install additional GPS units, Hybrid Cables, Satellite Distribution Boxes, and up to twelve (12) RRH units on the Water Tank; and, (c) install associated equipment, cables, conduits and appurtenances, all as generally shown on drawings LE-1 and LE-2 attached hereto as Exhibit "A-1" (the items noted in (a) through (c) of this paragraph are hereinafter collectively referred to as the "Improvements"). The term "Leased Premises" in the Lease is amended to include the space for the Improvements. Exhibit "A-1" shall replace the drawings annexed to the Lease as Exhibit "A". LANDLORD specifically consents to changes, alterations, improvements, revisions, additions, substitutions and/or replacements which are necessary to substantially conform the Communications Facility to the facility depicted in Exhibit "A-1" attached hereto and made a part hereof.

6. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, TENANT may, after its completion of the Initial Modification, and in its sole discretion, exercise a one (1) time right during the remainder of the then current renewal term or Additional Extension Term, to perform a second modification to the Communications Facility (the "Further Modification") upon providing LANDLORD with revised drawings depicting the Further Modification, which drawings shall then replace the drawings annexed hereto as Exhibit

SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

"A-1". The Further Modification must be performed in compliance with all applicable laws and will not be subject to any rent increase or to LANDLORD's consent except for the issuance of necessary building permits.

7. The third (3rd) sentence of Paragraph 2(b) of the Lease, the entirety of Paragraph 2(d) of the Lease and the entirety of Paragraph 12 of the Lease, are all deleted.

8. Notwithstanding anything contained in the Lease or this Amendment to the contrary, after completion of the installation of the Further Modification, TENANT, without LANDLORD's consent (except for a building permit) or a rent increase, shall have the right to replace, repair, add to or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during any extension term or during the Additional Extension Term, provided that the size of the Leased Premises is not increased beyond the Leased Premises as shown in Exhibit "A-1", as such Exhibit "A-1" then exists. TENANT shall not otherwise alter, improve, change, remove, add to, supplement or extend TENANT's antennas, equipment, or other facilities, without LANDLORD's prior written consent, which consent shall not be unreasonably withheld or delayed.

9. Each Party hereby represents and warrants to the other as of the date hereof that (a) there are no defaults or claimed defaults existing under the Lease subject to any applicable notice and/or cure periods, other than that certain Notice dated December 18, 2015 and updated May 20, 2016 issued to TENANT by LANDLORD's representative Richard A. Comi, and that certain correspondence dated December 30, 2015 issued to TENANT by LANDLORD's Deputy Commissioner Don O'Connell, both of which are hereby irrevocably withdrawn by LANDLORD with prejudice; and (b) there exist no valid abatements, causes of action, counterclaims, disputes, defenses, offsets, credits, deductions, or claims against the enforcement of any of the terms and conditions of the Lease.

10. Effective as of the date of this Amendment, Paragraph 25 of the Lease is deleted a replaced with the following:

TENANT will maintain TENANT's Communications Facility within the Leased Premises in good condition, reasonable wear and tear and casualty damage excepted.

LANDLORD covenants that it will keep the Water Tank in good repair as required by all Applicable Laws (as hereinafter defined). LANDLORD shall also comply with a rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LANDLORD fails to make such repairs including maintenance the TENANT may make the repairs and the costs thereof shall be

SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

payable to the TENANT by the LANDLORD on demand. If the LANDLORD does not make payment to the TENANT within ten (10) days after such demand, the TENANT shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the TENANT to the LANDLORD.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Water Tank structure or its appurtenances.

All antenna(s) on the Water Tank must be identified by a marking fastened securely to its bracket on the Water Tank and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon execution of this Amendment, LANDLORD shall supply to TENANT copies of all structural analysis reports that have been done with respect to the Water Tank, and throughout the term of this Lease, LANDLORD shall supply to TENANT copies of all structural analysis reports that are done with respect to the Water Tank promptly after the completion of the same.

11. Effective as of the date of this Amendment, Paragraph 27(b) and Paragraph 27(c) of the Lease are deleted and replaced with the following:

TENANT shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). TENANT shall indemnify and hold harmless the LANDLORD from claims to the extent resulting from TENANT's violation of any applicable EH&S Laws or to the extent that TENANT introduces regulated substance to the environment. LANDLORD shall indemnify and hold harmless TENANT from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of TENANT. The Parties recognize that TENANT is only leasing a small portion of LANDLORD's Property and that TENANT shall not be responsible for any environmental condition or issue except to the extent resulting from TENANT's specific activities and responsibilities. In the event that TENANT encounters any hazardous substances during the term of this Lease, that do not result from its activities, then TENANT may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if TENANT desires to remove at its own cost all or some of the

SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

hazardous substances or materials containing those hazardous substances, including but not limited to contaminated soil, LANDLORD agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

12. Effective as of the date of this Amendment, Paragraph 28 of the Lease is deleted and replaced with the following:

During the term of the Lease, LANDLORD shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Applicable Laws"). TENANT shall, in respect to the condition of the Leased Premises and at Tenant's sole cost and expense, comply with (i) all Applicable Laws relating solely to Tenant's specific and unique nature of use of the Leased Premises; and (ii) all building codes requiring modifications to the Leased Premises due to the improvements being made by TENANT in the Leased Premises. It shall be LANDLORD's obligation to comply with all Applicable Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable TENANT to obtain all necessary building permits).

13. Except as amended hereby, the terms and conditions of the Lease shall remain in full force and effect and the parties hereto restate, ratify and confirm all such terms and conditions of the Lease not inconsistent herewith.

14. This Amendment and its terms shall be effective as of the date of full execution by both parties. Each of the parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

15. The parties acknowledge that each has had an opportunity to review and negotiate this Amendment and have executed this Amendment only after such review and negotiation.

16. To the extent any provision of the Lease conflicts with the terms of this Amendment, the terms of this Amendment shall be deemed controlling.

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SITE NUMBER:  
ATTY/DATE ALG - FINAL

17. This Amendment shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and permitted assigns hereto.

18. In the event that any one or more of the provisions contained in this Amendment shall be held invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

19. This Amendment shall be construed, interpreted, and governed by the laws of the State of New York.

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SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/DATE ALG - FINAL

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the first date above written.

**LANDLORD:**

TOWN OF HEMPSTEAD  
on behalf of the DEPARTMENT OF WATER for  
the EAST MEADOW WATER DISTRICT

\_\_\_\_\_  
WITNESS

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

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

**TENANT:**

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
By: CELLCO PARTNERSHIP, its general partner

*Ein Sweeney*  
\_\_\_\_\_  
WITNESS

By: *[Signature]*  
Name: Stan Dagama  
Title: Director - Network Field Engineering

Date: 7/24/17



SITE NAME:  
SITE NUMBER:  
ATTY/DATE

NY - UNIONDALE  
ALG - FINAL

Exhibit "A-1"

(15) EXISTING LESSEE 1-5/8" ANTENNA CABLES AND (1) EXISTING 6X12 HYBRIFLEX CABLES ROUTED THROUGH EXISTING ICE BRIDGE FROM EXISTING WATER TANK LEG TO EXISTING LESSEE EQUIPMENT SHELTER TO REMAIN. ADD (5) PROPOSED 6X12 HYBRIFLEX CABLES

(3) EXISTING LESSEE GPS UNITS AND (1) PROPOSED LESSEE GPS UNIT SECURED TO EXISTING LESSEE EQUIPMENT SHELTER

EXISTING CSC CABINET  
EXISTING LESSEE EQUIPMENT SHELTER SET ATOP EXISTING CONCRETE SLAB TO REMAIN

EXISTING PUMP HOUSE

EXISTING DIESEL POWERED GENERATOR ATOP EXISTING CONCRETE PAD

(4) EXISTING LESSEE GAMMA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (4) PROPOSED ANTENNAS. (1) EXISTING 40W AWS RRH TO BE REMOVED AND REPLACED WITH (1) PROPOSED 90W B66A AWS RRH. ADD (1) PROPOSED 60W B25 PCS RRH AND (2) PROPOSED 60W B13 700 RRH. (1) EXISTING JUNCTION BOX TO BE REMOVED AND REPLACED WITH (1) PROPOSED MDB. (1) EXISTING DIPLEXER TO BE REMOVED. EXISTING MOUNT ASSEMBLY TO BE MODIFIED

WATER TANK OVERFLOW PIPE

EXISTING ACCESS DRIVE

BETA SECTOR  
220

EXISTING WATER TOWER

(4) EXISTING LESSEE BETA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (4) PROPOSED ANTENNAS. (1) EXISTING 40W AWS RRH TO BE REMOVED AND REPLACED WITH (1) PROPOSED 90W B66A AWS RRH. ADD (1) PROPOSED 60W B25 PCS RRH AND (2) PROPOSED 60W B13 700 RRH. (1) EXISTING JUNCTION BOX TO BE REMOVED AND REPLACED WITH (1) PROPOSED MDB. (1) EXISTING DIPLEXER TO BE REMOVED. EXISTING MOUNT ASSEMBLY TO BE MODIFIED

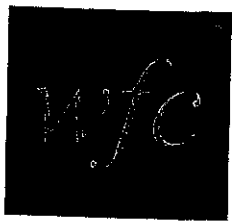
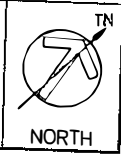
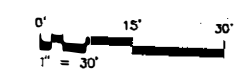
(4) EXISTING LESSEE ALPHA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (4) PROPOSED ANTENNAS. (1) EXISTING 40W AWS RRH TO BE REMOVED AND REPLACED WITH (1) PROPOSED 90W B66A AWS RRH. ADD (1) PROPOSED 60W B25 PCS RRH AND (2) PROPOSED 60W B13 700 RRH. (1) EXISTING MDB TO BE REMOVED AND REPLACED WITH (1) PROPOSED MDB. (1) EXISTING DIPLEXER TO BE REMOVED. EXISTING MOUNT ASSEMBLY TO BE MODIFIED

ALPHA SECTOR  
110

MITCHELL STREET

**1 PARTIAL SITE PLAN - LEASE EXHIBIT**  
SCALE: 1"=30'

LANDLORD'S INITIALS: \_\_\_\_\_  
DATE \_\_\_\_\_



**ARCHITECTS**  
15-1 TECHNOLOGY DRIVE, SETAUKET, NY 11713  
T: 631-699-8450 | F: 631-689-8459 | www.wfc.com

CONSULTANT:

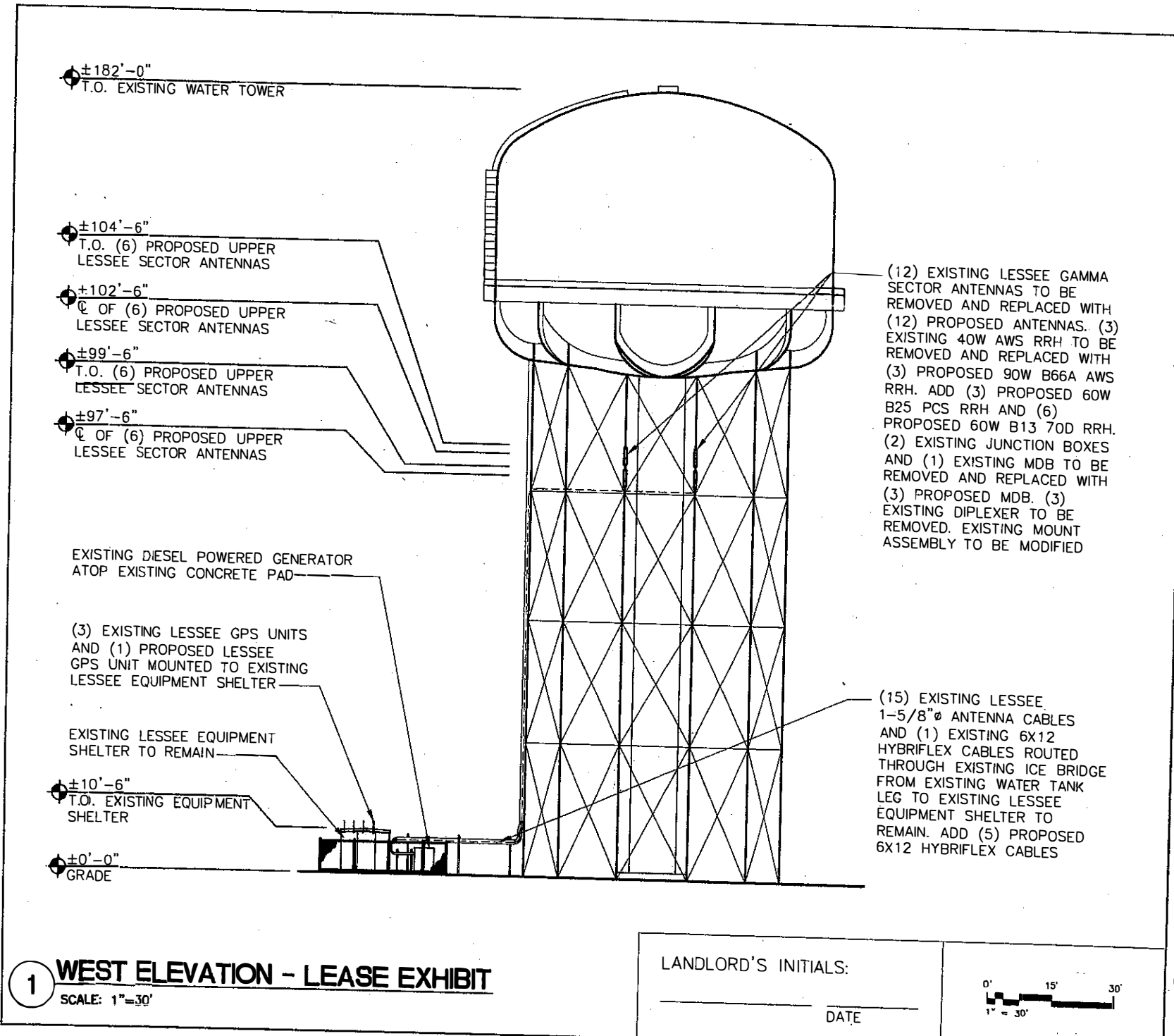
NO.	DATE	SUBMISSION/REVISION
0	5/1/17	ISSUED FOR REVIEW

**LESSEE**  
UNIONDALE  
NO. 6 MITCHELL STREET  
UNIONDALE, NEW YORK  
DESIGN DATE: 4/28/17

TITLE: **PARTIAL SITE PLAN**

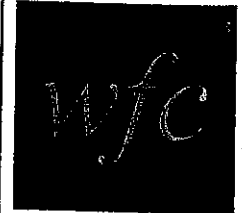
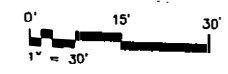
DATE: 4/28/17  
SCALE: AS NOTED  
DRAWN BY: BS  
CHECKED BY: TM  
CONSTR. MANAGER: KVD  
PROJECT NO.: 17-2044  
NUMBER OF SHEETS: 2 OF 3  
DRAWING NO.:

**LE-1**



**1 WEST ELEVATION - LEASE EXHIBIT**  
 SCALE: 1"=30'

LANDLORD'S INITIALS: \_\_\_\_\_  
 DATE: \_\_\_\_\_



**ARCHITECTS**  
 124 TECHNOLOGY DRIVE, SETAUKET, NY 11733  
 P. 631.689.2410 | F. 631.421.9439 | www.wfc.com

NO.	DATE	SUBMISSION/REVISION
0	5/1/17	ISSUED FOR REVIEW

**LESSEE**  
 1  
 NO. 4 MITCHELL STREET  
 UNIONDALE, NEW YORK  
 DESIGN DATE: 4/28/17

**WEST ELEVATION**  
 DATE: 4/28/17  
 SCALE: AS NOTED  
 DRAWN BY: BS  
 CHECKED BY: TM  
 CONSTR. MANAGER: KVD  
 PROJECT NO.: 17-0044  
 NUMBER OF SHEETS: 3 OF 3  
 DRAWING NO.:

**LE-2**

**SITE NAME:** NY – UNIONDALE  
**SITE NUMBER:**  
**ATTY/DATE** ALG – FINAL

Upon Recording, Return to:

AMATO LAW GROUP, PLLC  
666 OLD COUNTRY ROAD  
9<sup>TH</sup> FLOOR  
GARDEN CITY, NEW YORK 11530  
ATTENTION: ALFRED L. AMATO, ESQ.

STATE OF NEW YORK    )  
  )  
COUNTY OF NASSAU    )

**FIRST AMENDMENT TO MEMORANDUM OF  
LEASE AGREEMENT**

This FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT (this “First Amendment to Memorandum”) is made this \_\_\_ day of \_\_\_\_\_, 2017, between TOWN OF HEMPSTEAD, a municipal corporation on behalf of the DEPARTMENT OF WATER FOR THE EAST MEADOW WATER DISTRICT, having a principal office at Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York (hereinafter designated “LESSOR”) and NEW YORK SMSA LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of New York, d/b/a VERIZON WIRELESS, with its principal office located at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (hereinafter designated “LESSEE”). (LESSOR and LESSEE are at times collectively referred to as the “Parties”, or individually as the “Party”).

1. LESSOR is the owner of the property known as and located at Mitchell Street, East Meadow, New York as shown on the Tax Map of the County of Nassau as Section 50, Block 262, Lot 1, 2 & 3, along with the water tank (the “Tower”) and improvements located thereon (hereinafter collectively referred to as the “Property”). The Property is more particularly described on Exhibit “A” annexed hereto and made a part hereof.

2. LESSOR and LESSEE entered into an unrecorded Lease Agreement fully executed on June 16, 2009 (the “Original Lease”), as amended by that certain unrecorded First Amendment to Lease Agreement (the “First Amendment”), dated as of the date hereof (collectively, the “Lease”), whereby LESSOR leased to LESSEE certain portions of the Tower and the Property for the installation, operation, and maintenance of a communications facility.

3. LESSOR and LESSEE entered into a Memorandum of Lease Agreement, dated June 16, 2009 (hereinafter, the “Memorandum”), which Memorandum was recorded with the Nassau County Clerk’s Office on June 30, 2009 in Liber 12515, Page 407.

SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/ ATE ALG - FINAL

4. In connection with the First Amendment, LESSOR and LESSEE have agreed to amend the Memorandum on the terms and conditions set forth herein.

5. Exhibit B to the Memorandum shall be deleted in its entirety and replaced with Exhibit B-1 attached to this First Amendment to Memorandum.

6. This document is merely intended to be a memorandum of the Lease and interested parties should consult the Lease, a copy of which is on file in the offices of LESSOR and LESSEE. If the terms of this First Amendment to Memorandum conflict with the terms of the Lease the terms of the Lease shall be deemed controlling.

7. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this First Amendment to Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

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SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/ ATE ALG - FI AL

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this First Amendment to Memorandum to be duly executed on the date first written hereinabove.

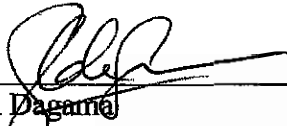
**LESSOR:**

TOWN OF HEMPSTEAD  
on Behalf of the DEPARTMENT OF WATER for  
the EAST MEADOW WATER DISTRICT

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

**LESSEE:**

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
By: Cellco Partnership, its General Partner

By:  \_\_\_\_\_  
Name: Gian Dagama  
Title: Director - Network Field Engineering  
Date: 7/24/17

SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/ ATE ALG - FINAL

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

STATE OF *New York* )  
COUNTY OF *Rockland* ) ss.:

On the 4<sup>th</sup> day of July in the year 2017 before me, the undersigned, personally appeared Gian Duzuma, 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, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of New York.

*« Teresa Garcia*  
\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

TERESA GARCIA  
Notary Public, State of New York  
Registration #01GA6350390  
Qualified In Rockland County  
Commission Expires Nov. 7. 2020

**SITE NAME: NY - UNIONDALE**  
**SITE NUMBER:**  
**ATTY/DATE ALG - FINAL**

**Exhibit A**  
**(Legal Description)**



ALL that certain part, piece or parcel of land, with the buildings and improvements thereon situated, lying and bounded by East Market in the Town of Hempstead, more particularly bounded and described as follows:

BEGINNING at a point on the westerly line of the proposed extension of Meadowbrook Parkway, said point being on the southerly side of West End Place, approximately 258.6 feet west of the point formed by the intersection of the southerly side of West End Place and the westerly side of Meadowbrook Road; running thence along the westerly line of the proposed extension of Meadowbrook Parkway South 8° 10' 30" each 586.50 feet to the Map of Winthrop Manor; thence the following 3 courses and distances along the Map of Winthrop Manor: North 76° 04' 50" West 91.96 feet, North 54° 47' 50" West 79.72 feet, South 78° 16' 10" West 101.80 feet to the Map of East Hempstead Estates; running thence the following 4 courses and distances along the Map of East Hempstead Estates: South 75° 37' 30" West 155.00 feet, North 73° 10' 00" West 339.41 feet, South 61° 22' 00" West 69.02 feet to the North 43° 36' 00" West 232.17 feet; running thence South 12° 37' 00" each 114.73 feet to the southerly side of West End Place; and running thence North 81° 49' 50" east along the southerly side of West End Place 563.62 feet to the point or place of beginning.

SITE NAME: NY - UNIONDALE  
SITE NUMBER:  
ATTY/ ATE ALG - FINAL

**Exhibit B-1**

(15) EXISTING LESSEE 1-5/8"Ø ANTENNA CABLES AND (1) EXISTING 6X12 HYBRIFLEX CABLES ROUTED THROUGH EXISTING ICE BRIDGE FROM EXISTING WATER TANK LEG TO EXISTING LESSEE EQUIPMENT SHELTER TO REMAIN. ADD (5) PROPOSED 6X12 HYBRIFLEX CABLES

(3) EXISTING LESSEE GPS UNITS AND (1) PROPOSED LESSEE GPS UNIT SECURED TO EXISTING LESSEE EQUIPMENT SHELTER

EXISTING CSC CABINET  
 EXISTING LESSEE EQUIPMENT SHELTER SET ATOP EXISTING CONCRETE SLAB TO REMAIN  
 EXISTING DIESEL POWERED GENERATOR ATOP EXISTING CONCRETE PAD

EXISTING PUMP HOUSE

(4) EXISTING LESSEE GAMMA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (4) PROPOSED ANTENNAS. (1) EXISTING 40W AWS RRH TO BE REMOVED AND REPLACED WITH (1) PROPOSED 90W B66A AWS RRH. ADD (1) PROPOSED 60W B25 PCS RRH AND (2) PROPOSED 60W B13 700 RRH. (1) EXISTING JUNCTION BOX TO BE REMOVED AND REPLACED WITH (1) PROPOSED MDB. (1) EXISTING DIPLEXER TO BE REMOVED. EXISTING MOUNT ASSEMBLY TO BE MODIFIED

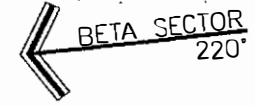
WATER TANK OVERFLOW PIPE

EXISTING ACCESS DRIVE

EXISTING WATER TOWER

(4) EXISTING LESSEE BETA SECTOR ANTENNAS TO BE REMOVED AND REPLACED WITH (4) PROPOSED ANTENNAS. (1) EXISTING 40W AWS RRH TO BE REMOVED AND REPLACED WITH (1) PROPOSED 90W B66A AWS RRH. ADD (1) PROPOSED 60W B25 PCS RRH AND (2) PROPOSED 60W B13 700 RRH. (1) EXISTING JUNCTION BOX TO BE REMOVED AND REPLACED WITH (1) PROPOSED MDB. (1) EXISTING DIPLEXER TO BE REMOVED. EXISTING MOUNT ASSEMBLY TO BE MODIFIED

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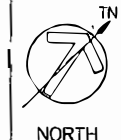
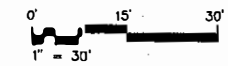
GAMMA SECTOR  
335°

ALPHA SECTOR  
110°

MITCHELL STREET

**1 PARTIAL SITE PLAN - LEASE EXHIBIT**  
 SCALE: 1" = 30'

LANDLORD'S INITIALS: \_\_\_\_\_  
 DATE \_\_\_\_\_



ARCHITECTS  
 124 TECHNOLOGY DRIVE, SUITE 101, NY 11731  
 T. 631.689.8430 | F. 631.689.8499 | www.wfc.com

CONTRACT:

NO.	DATE	SUBMISSION/REVISION
0	5/1/17	ISSUED FOR REVIEW

**LESSEE**

UNODALE  
 NO. 8 MITCHELL STREET  
 UNODALE, NEW YORK

DESIGN DATE: 4/28/17

**PARTIAL SITE PLAN**

DATE	4/28/17
SCALE	AS NOTED
DRAWN BY:	BS
CHECKED BY:	TM
CONSTR. MANAGER:	KVD
PROJECT NO:	17-12044
NUMBER OF SHEETS	2 OF 3
DRAWING NO:	

**LE-1**

±182'-0"  
T.O. EXISTING WATER TOWER

±104'-6"  
T.O. (6) PROPOSED UPPER  
LESSEE SECTOR ANTENNAS

±102'-6"  
C OF (6) PROPOSED UPPER  
LESSEE SECTOR ANTENNAS

±99'-6"  
T.O. (6) PROPOSED UPPER  
LESSEE SECTOR ANTENNAS

±97'-6"  
C OF (6) PROPOSED UPPER  
LESSEE SECTOR ANTENNAS

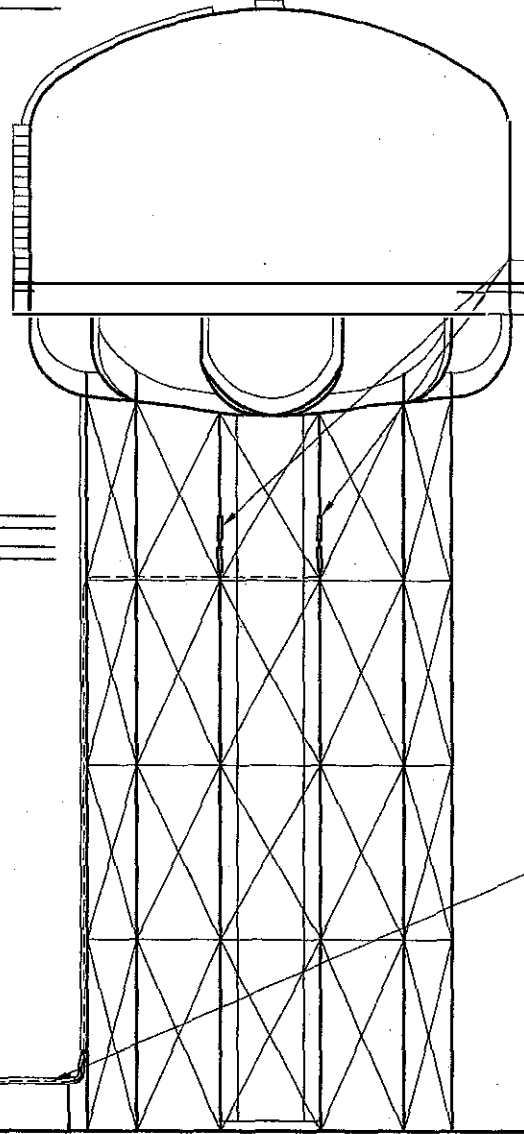
EXISTING DIESEL POWERED GENERATOR  
ATOP EXISTING CONCRETE PAD

(3) EXISTING LESSEE GPS UNITS  
AND (1) PROPOSED LESSEE  
GPS UNIT MOUNTED TO EXISTING  
LESSEE EQUIPMENT SHELTER

EXISTING LESSEE EQUIPMENT  
SHELTER TO REMAIN

±10'-6"  
T.O. EXISTING EQUIPMENT  
SHELTER

±0'-0"  
GRADE

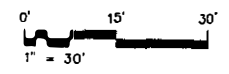


(12) EXISTING LESSEE GAMMA  
SECTOR ANTENNAS TO BE  
REMOVED AND REPLACED WITH  
(12) PROPOSED ANTENNAS. (3)  
EXISTING 40W AWS RRH TO BE  
REMOVED AND REPLACED WITH  
(3) PROPOSED 90W B66A AWS  
RRH. ADD (3) PROPOSED 60W  
B25 PCS RRH AND (6)  
PROPOSED 60W B13 700 RRH.  
(2) EXISTING JUNCTION BOXES  
AND (1) EXISTING MDB TO BE  
REMOVED AND REPLACED WITH  
(3) PROPOSED MDB. (3)  
EXISTING DIPLEXER TO BE  
REMOVED. EXISTING MOUNT  
ASSEMBLY TO BE MODIFIED

(15) EXISTING LESSEE  
1-5/8" Ø ANTENNA CABLES  
AND (1) EXISTING 6X12  
HYBRIFLEX CABLES ROUTED  
THROUGH EXISTING ICE BRIDGE  
FROM EXISTING WATER TANK  
LEG TO EXISTING LESSEE  
EQUIPMENT SHELTER TO  
REMAIN. ADD (5) PROPOSED  
6X12 HYBRIFLEX CABLES

**WEST ELEVATION - LEASE EXHIBIT**  
SCALE: 1"=30'

LANDLORD'S INITIALS:  
\_\_\_\_\_  
DATE: \_\_\_\_\_



**ARCHITECTS**  
12.1 TECHNOLOGY DRIVE, SEYANQUEL, NY 11733  
P.631.698.4450 | F.631.888.6499 | www.wfc.com

NO.	DATE	SUBMISSION/REVISION
0	5/1/17	ISSUED FOR REVIEW

**LESSEE**  
UNIONDALE  
NO. 4 MITCHELL STREET  
UNIONDALE, NEW YORK  
DESIGN DATE: 4/28/17

TITLE:	<b>WEST ELEVATION</b>
DATE:	4/28/17
SCALE:	AS NOTED
DRAWN BY:	BS
CHECKED BY:	TM
CONSTR. MANAGER:	KVD
PROJECT NO.:	17-2044
NUMBER OF SHEETS:	3 OF 3
DRAWING NO.:	LE-2





# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A -- Information relating to conveyance**

<b>Grantor/Transferor</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor) Town of Hempstead Mailing address c/o Dept. of Water for the East Meadow Water District Hempstead Town Hall, Town Hall Plaza, One Washington Street City: Hempstead State: NY ZIP code: 11550 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN Single member EIN or SSN
<b>Grantee/Transferee</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee) New York SMSA Limited Partnership d/b/a Verizon Wireless Mailing address One Verizon Way, Mail Stop 4AW100 City: Basking Ridge State: NJ ZIP code: 07920 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation - Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
50-262-1, 2, & 3		No # Mitchell Street	East Meadow	Nassau

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other	Date of conveyance <table style="border: 1px solid black; width: 100%; text-align: center;"> <tr> <td style="width: 33%;">07</td> <td style="width: 33%;">31</td> <td style="width: 33%;">2017</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	07	31	2017	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
07	31	2017							
month	day	year							

Condition of conveyance (check all that apply)

- |   |  |  |
|---|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest<br><br>b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)<br><br>c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)<br><br>d. <input type="checkbox"/> Conveyance to cooperative housing corporation<br><br>e. <input checked="" type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)<br><br>g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)<br><br>h. <input type="checkbox"/> Conveyance of cooperative apartment(s)<br><br>i. <input type="checkbox"/> Syndication<br><br>j. <input type="checkbox"/> Conveyance of air rights or development rights<br><br>k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender<br><br>m. <input type="checkbox"/> Leasehold assignment or surrender<br><br>n. <input checked="" type="checkbox"/> Leasehold grant<br><br>o. <input type="checkbox"/> Conveyance of an easement<br><br>p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)<br><br>q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state<br><br>r. <input type="checkbox"/> Conveyance pursuant to divorce or separation<br><br>s. <input type="checkbox"/> Other (describe) _____ |
|---|--|--|

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____		
	Schedule B., Part II \$ _____		

**Schedule B – Real estate transfer tax return (Tax Law, Article 31)**

**Part I – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (If you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		
2.		
3.		
4.		
5.		
6.		

**Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d
- e. Conveyance is given in connection with a tax sale ..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition ..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

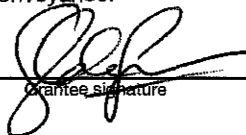

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

- 3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	 Grantee signature	 Title
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.



**Schedule D - Certification of exemption from the payment of estimated personal income tax ( a Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-1.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date \_\_\_\_\_ to \_\_\_\_\_ Date \_\_\_\_\_ (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING A PUBLIC HEARING  
OF LIMESTONE PROPERTY DEVELOPMENTS, LLC FOR A  
REZONING PROPERTY AT WANTAGH, NEW YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that a public hearing be held on September  
19, at 10:30 o'clock in the forenoon of that day in the  
Town Meeting Pavilion, Hempstead Town Hall, 1 Washington  
Street, Hempstead, New York, to consider the application of  
LIMESTONE PROPERTY DEVELOPMENTS, LLC. to rezone from  
Levittown Planned Residence District to Business District  
at the premises located on the e/si of Wantagh Ave 273.41'  
n/of Red Maple Dr. West situated in Wantagh , New York, and  
BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is  
directed to publish notice thereof once at least ten (10)  
days prior to date of hearing in Long Island Business News.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

50

Case #

29756

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 273 of Article 28 of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on September 19, 2017 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of LIMESTONE PROPERTY DEVELOPMENTS, LLC. to rezone from Levittown Planned Residence District to Business District at the premises located on the e/si of Wantagh Ave 273.41' n/of Red Maple Dr. West situated in Wantagh, New York:

A parcel improved with a two-and- a half story dwelling used as a residence on the e/si of Wantagh Ave. 273.41' north of Red Maple Drive West w/frontage on Wantagh Ave. of 126.14' and depth of 205.22' situated in Wantagh in the Town of Hempstead, County of Nassau, State of New York.

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

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

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

Anthony J. Santino  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Dated: , 2017  
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL PROMOTION FOR RALPH  
APRILE TO PARK SUPERVISOR III, IN THE  
DEPARTMENT OF PARKS AND  
RECREATION.

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

RESOLVED, that Ralph Aprile, now serving as Park Supervisor II, Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is provisionally promoted to Park Supervisor III, Competitive, Provisional, Grade 24, Step 10 (K), Salary Schedule C, \$114,223, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective September 6, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THOMAS BIVONE III, 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 Thomas Bivone III, now serving as Maintenance  
Mechanic I, in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief II,  
Non Competitive, Grade 15, Step 8 (I), Salary Schedule C, \$77,640, 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 September 6, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF KIRT COLUCCI,  
HIGHWAY MAINTENANCE CREW CHIEF,  
FROM THE DEPARTMENT OF HIGHWAY  
BUDGET CODE 5110 TO THE DEPARTMENT  
OF HIGHWAY BUDGET CODE 5650.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Kirt Colucci, Highway Maintenance Crew Chief, be and hereby is reassigned from the Department of Highway Budget Code 5110 to the Department of Highway Budget Code 5650, with no change in salary, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead, effective July 17, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANDRISE GUILTEAU AS  
OFFICE AIDE, IN THE OFFICE OF THE TOWN  
CLERK.

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

RESOLVED, that Andrise Guiteau be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), Salary Schedule D, \$34,181, in the Office of the Town Clerk, by the Town Clerk 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 FRANCINE HERBERT AS  
CLERK III, IN THE DEPARTMENT OF  
HIGHWAY, FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Francine Herbert has passed the examination for the position of Clerk III , Civil Service List No. 77-264, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Francine Herbert, now serving as Office Services Assistant, in the Department of Highway, be and hereby is appointed Clerk III, Competitive, Permanent, Grade 13, Step 3 (D), Salary Schedule C \$54,421, from the civil service list, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective September 6, 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 DERRICK LAUSANE AS  
STOREYARD CREW CHIEF, IN THE  
DEPARTMENT OF SANITATION.

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

RESOLVED, that Derrick Lausane, now serving as Equipment Crew Chief, in the Department of Sanitation, be and hereby is appointed Storeyard Crew Chief, Non Competitive, Grade 17, Step 13 (N), Salary Schedule C, \$97,887, 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 September 6, 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: TRANSFER OF EDWARD LINO, CLERK  
LABORER, FROM THE DEPARTMENT OF  
PARKS AND RECREATION TO THE OFFICE OF  
THE TOWN ATTORNEY.

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

RESOLVED, that Edward Lino, Clerk Laborer, be and hereby is  
transferred from the Department of Parks and Recreation to the Office of the Town Attorney, with no  
change in salary, by the Town Attorney and ratified by the Town Board of the Town of Hempstead  
effective September 6, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF JOSEPH MARTIN, LABOR  
CREW CHIEF II, FROM THE DEPARTMENT OF  
HIGHWAY BUDGET CODE 5130 TO THE  
DEPARTMENT OF HIGHWAY BUDGET CODE  
5650.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Joseph Martin, Labor Crew Chief II, be  
and hereby is reassigned from the Department of Highway Budget Code 5130 to the Department of  
Highway Budget Code 5650, with no change in salary, by the Commissioner of the Department of  
Highway and ratified by the Town Board of the Town of Hempstead, effective July 17, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR CRAIG MOLLO,  
DEPUTY COMMISSIONER, DEPARTMENT OF  
HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Craig Mollo, Deputy Commissioner, Department of Highway, be and hereby is increased to \$114,296 Ungraded, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective September 6, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MOSES NEWSOME 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 Moses Newsome, 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 \$85,513, 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 September 6, 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 RODRIGUEZ  
AS PERSONAL COMPUTER SUPPORT  
SPECIALIST TRAINEE, IN THE DEPARTMENT  
OF INFORMATION AND TECHNOLOGY,  
FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Anthony Rodriguez has passed the examination for the position of Personal Computer Support Specialist Trainee, Civil Service List No. 17-229, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Anthony Rodriguez, now serving as Community Research Assistant, in the Department of Information and Technology, be and hereby is appointed Personal Computer Support Specialist Trainee, Competitive, Permanent, Grade 16, Step 7 (H), Salary Schedule D \$69,978, from the civil service list, by the Commissioner of the Department of Information and Technology and ratified by the Town Board of the Town of Hempstead effective September 6, 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 BRANDON SINO  
AS ENGINEERING HELPER, IN THE  
DEPARTMENT OF HIGHWAY, BUDGET  
CODE 5110.

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

RESOLVED, that Brandon Sino be and hereby is appointed  
Engineering Helper, Non Competitive, Ungraded, at an annual salary of \$63,000, in the Department  
of Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by  
the Town Board of the Town of Hempstead effective September 6, 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 AMY VACCHIO,  
MUSEUM ASSISTANT, IN THE DEPARTMENT  
OF PARKS AND RECREATION.

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

RESOLVED, that the annual salary for Amy Vacchio, Museum Assistant, in  
the Department of Parks and Recreation, be and hereby is increased to \$41,895, Ungraded, by the  
Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the  
Town of Hempstead effective September 6, 2017.

AYES:

NOES: